IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

SJT DEVELOPMENT, INC., a Nevada) Case No
Corporation, and SANDRA M.)
TRIANTAFILLOS,)
)
Plaintiffs,)
)
vs.)
)
RACHEL L. RIEGER, a/k/a RACHEL)
ENSOR, DAVID L. RIEGER, DEANA M.)
GUHDE, DAVID F. GUHDE, MATTHEW) NOTICE OF REMOVAL
WILSON d/b/a, JOE WILSON &)
COMPANY, ENDEAVOR)
DEVELOPMENT & INVESTMENT)
GROUP, INC., a Nevada Corporation,)
JOHN REYES, JEFFREY KINNICK,)
JAMES VEGA, JOHN DOES I-V, real)
names unknown, LEVEL ONE)
FINANCIAL, INC., a California)
Corporation, STAR CAPITAL)
CORPORATION, a Delaware Corporation,)
SILVER HILL FINANCIAL, LLC, a)
Delaware Limited Liability company,)
BAYVIEW LOAN SERVICING, LLC, a)
Delaware Limited Liability company,)
WACHOVIA BANK, NA, JOHN L.)
BERNARD, d/b/a BERNARD REAL)
ESTATE, IB PROPERTY HOLDINGS,)
LLC, a Delaware Limited Liability)
company, RANDY BENNETT,)
)
Defendants.)

COMES NOW Defendant John L. Bernard d/b/a Bernard Real Estate ("Bernard"), by and through his attorneys, and hereby timely files this Notice of Removal pursuant to 28 U.S.C. §1331, 18 U.S.C. § 1961 et seq, and 28 U.S.C. §1441(a), (b) and (c), removing the above-captioned action to the United States District Court for the District of Nebraska, from the District Court of Nemaha County, Nebraska. In support of this Notice, Bernard avers as follows:

- 1. The above-captioned action was commenced by Plaintiffs in the District Court of Nemaha County, Nebraska, on or about November 16, 2010. A true and correct copy of the Complaint (hereinafter "Complaint") and Summons is attached hereto as **Exhibit 1**.
 - 2. Service of the Summons and Complaint was made on Bernard on April 25, 2011.
- 3. This action involves thirteen separate causes of action stemming from a real estate transaction in Nemaha County, Nebraska against the various defendants including claims for: breach of fiduciary duty, fraud by misrepresentation, two causes of action for fraud by concealment, negligent misrepresentation, tortuous interference, breach of management contract, civil conspiracy, and five causes of action for violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO").
- 4. The plaintiffs allege that some of the defendants worked together to sell her a sixteen unit apartment building in Auburn, Nemaha County, Nebraska that was overprized and contained serious defects and code violations. The plaintiffs allege that some of the defendants misrepresented the income from the property.
- 5. The plaintiffs' claims for alleged violations of RICO are governed by 18 U.S.C. § 1961 et seq.
- 6. A cause of action filed in state court seeking recovery under RICO is removable to federal court pursuant to 28 U.S.C. §1441 (c) as an action arising under a federal law. *See Lichtenberger v. Prudential-Bache Securities, Inc.*, 737 F.Supp. 43 (S.D. Texas 1990).
- 7. This court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 and 18 U.S.C. § 1961 et seq. As a civil action founded upon a claim of right arising under the laws of the United States, this action may be removed to this court pursuant to the provisions of 28 U.S.C. §1441(a), (b) and (c).

- 8. This Notice of Removal is being filed within thirty (30) days of Bernard's receipt of the Complaint as required by 28 U.S.C. §1446(b).
- 9. No pleadings, process or orders other than the Summons and Complaint have been served on Bernard and, therefore, no other pleadings, process or orders are attached to this Notice as would be required by 28 U.S.C. §1446(a).
- 10. All fees required by law in connection with this notice have been filed by Bernard.
- 11. The United States District Court for the District of Nebraska includes the federal judicial district in which Plaintiffs filed their Complaint. Thus, removal is proper to this Court pursuant to 28 U.S.C. § 1441(a).
- 12. In accordance with 28 U.S.C. § 1446(d), Bernard will serve a copy of this Notice of Removal and will promptly file a copy of this Notice of Removal in the District Court of Nebraska for Nemaha County.
- 13. The following defendants are excluded from this Notice because more than six months have passed from the date the Complaint was filed on November 16, 2010, and pursuant to Neb. Rev. Stat. § 25-217 and *Reid v. Evans*, 273 Neb. 714, 733 N.W.2d 186 (2007) the action is dismissed without prejudice by operation of law as to any defendants named and not served with process within six months from the date the complaint was filed:

ENDEAVOR DEVELOPMENT & INVESTMENT GROUP, INC., a Nevada Corporation; JOHN REYES; JEFFREY KINNICK; JAMES VEGA; JOHN DOES I-V, real names unknown; LEVEL ONE FINANCIAL, INC., a California Corporation; STAR CAPITAL CORPORATION, a Delaware Corporation; SILVER HILL FINANCIAL, LLC, a Delaware Limited Liability company; BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability company; and WACHOVIA BANK, NA.

WHEREFORE, Defendant John L. Bernard d/b/a Bernard Real Estate, removes the above-captioned matter to the United States District Court for the District of Nebraska, from the District Court of Nemaha County, Nebraska.

Defendant designates Omaha, Nebraska as the place of trial.

DATED this 20th day of May, 2011.

JOHN L. BERNARD d/b/a BERNARD REAL ESTATE, Defendant

By: /s/ Aaron D. Weiner

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CERTIFICATE OF SERVICE

The undersigned counsel for Defendant John L. Bernard d/b/a Bernard Real Estate, hereby certifies that on May 20, 2011, a true and correct copy of the Notice of Removal of Plaintiffs' Complaint was served by first class mail, postage prepaid, to the following:

Allan J. Eurek
Allan J. Eurek & Assoc., P.C.
3901 Normal Blvd., Suite 203
Lincoln, NE 68506-5205
Attorney for SJT Development, Inc. and
Sandra M. Triantafillos

Rachel L. Rieger a/k/a Rachel Ensor 62943 730 Road Johnson, NE 68378

Deana M. Guhde 1614 8th Ave. Nebraska City, NE 68410 David L. Rieger 62943 730 Road Johnson, NE 68378

David F. Guhde 1614 8th Street Nebraska City, NE 68410

8:11-cv-00179-LSC-FG3 Doc # 1 Filed: 05/20/11 Page 5 of 75 - Page ID # 5

I B Property Holdings, LLC Registered Agent: CT Corporation Systems 1024 K Street Lincoln, NE 68508

Randy Bennett 703 13th Street Auburn, NE 68305 Matthew Wilson d/b/a Joe Wilson & Company 2019 South 12th Street Lincoln, NE 68502

/s/ Aaron D. Weiner
Aaron D. Weiner

No. 2278 P. 2

IN THE DISTRICT COURT OF NEMAHA COUNTY, NEBRASKA

SJT DEVELOPMENT, INC., a Nevada Corporation, and SANDRA M. TRIANTAFILLOS,))) Case No
Plaintiffs,)) COMPLAINT)
RACHEL L. RIEGER, a/k/a RACHEL, ENSOR, DAVID L. RIEGER, DEANA M. GUHDE, DAVID F. GUHDE, MATTHEW WILSON db/a, JOE WILSON & COMPANY, ENDEAVOR DEVELOPMENT & INVESTMENT GROUP, INC., a Nevada Corporation, JOHN REYES, JEFFREY KINNICK, JAMES VEGA, JOHN DOES I-V, real names unknown, LEVEL ONE FINANCIAL, INC., a California Corporation, STAR CAPITAL CORPORATION, a Delaware Corporation, SILVER HILL FINANCIAL, LLC, a Delaware Limited Liability Company, BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company, WACHOVIA BANK, NA, JOHN L. BERNARD, d/b/a BERNARD REAL ESTATE, IB PROPERTY HOLDINGS, LLC, a Delaware Limited Liability Company, Randy Bennett,	DISTRICT COURT OF NEMAHA COUNTY, NE FILED NOV 1.6 2010 DISTRICT CLERK DISTRICT CLERK
Defendants.)

JURISDICTION

1. Subject matter jurisdiction is proper in the District Court of Nemaha County, Nebraska, pursuant to Neb. Rev. Stat. §24-302 (Reissue 2008), as all causes of action stated below are related to the acquisition by the Plaintiffs of real property located in Nemaha County, Nebraska. Such real property is legally described as Lot 1, Block 4, First Addition to Calvert, City of Auburn, Nemaha County, Nebraska, except that portion deeded to the City of Auburn,



EXHIBIT

1

commonly known 1301 19th St. Auburn, Nebraska (hereinafter "the Property"). The property is referred to locally as Avenue Apartments. The Property is a multi unit apartment building with 16 rental apartments in downtown Auburn, Nebraska.

- 2. This Court's jurisdiction extends to the claims made herein under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §§ 1961-1968, pursuant to the holding of the United States Supreme Court in <u>Tafflin v. Levitt</u>, 493 U.S. 455, 455, 110 S. Ct. 792, 792, 107 L. Ed. 2d 887 (1990).
- 3. This Court has personal jurisdiction over each of the Defendants herein pursuant to Neb. Rev. Stat.§25-536 (Reissue 2008), because they are either residents of the State of Nebraska or because each has transacted business in this state, caused tortious injury to the Plaintiff in this state, contracted to supply services or things in this state, has an interest in using or possessing real property in this state, or has had such other contact with or relation to this state so as to afford a basis for the exercise of personal jurisdiction consistent with the Constitution of the United States, as more particularly described below.

VENUE

4. Venue is proper in the District Court of Nemaha County, Nebraska pursuant to Neb. Rev. Stat. §25-403.02 (Reissue 2008).

THE PARTIES

5. SIT Development, Inc. ("SIT"), is a Nevada Corporation, incorporated on August 28, 2006, with its principal place of business at 4535 W. Sahara Ave., Suite 200, Las Vegas, Nevada. SIT obtained a Certificate of Authority to transact business in the State of Nebraska, on April 30th, 2009, which certificate was revoked on April 16, 2010. SIT has had its Certificate of Authority reinstated pursuant to Neb. Rev. Stat. §21-20,180,01 (Reissue 2007). SIT filed for Bankruptcy in the United States Bankruptcy Court for the District of Nebraska, under Chapter 11 of the U.S. Bankruptcy Code, which filing was docketed as Case No. 09-43044. SIT set forth in its schedules of assets filed in said case, those claims which are asserted on its behalf herein, as contingency unliquidated claims. SIT converted its Chapter 11 case to one under Chapter 7 of the United States Bankruptcy Code, and urged the Chapter 7 Standing Trustee to pursue such

claims behalf of its creditors. On August 31, 2010, said standing trustee Joseph Badami, filed a report of no distribution indicating that he had made a diligent inquiry into the financial affairs of SJT and the location of the property belonging to the estate, and that in his opinion there was no property available for distribution from the estate over and above that exempted by law, and further certified that the Bankruptcy estate had been fully administered, and requested discharge from any further duties as trustee. On September 2, 2010, the Bankruptcy Court entered an order finding that the Bankruptcy estate had been fully administered, approving the report of the Trustee and discharging him from further responsibility as trustee, and closing the Bankruptcy case. By operation of Bankruptcy law, upon such closing, ownership of the said contingency claims were transferred to SJT and/or Sandra M. Triantafillos, and SJT and/or Sandra M. Triantafillos are entitled to pursue the same herein.

- 6. At all times relevant, Sandra M. Triantafillos ("Sandra") was a resident of the State of Connecticut, and the sole shareholder, director, and officer of SJT.
- 7. At all times relevant the Defendants Rachel Rieger and David L. Rieger, (collectively herein "the Riegers"), were husband and wife, and were engaged in the business of purchasing residential and commercial real property to generate rental income, and for profit upon resale in Auburn, Nemaha County, Nebraska and surrounding communities. On occasion they did business under the trade name of Rieger's Rentals. At all times relevant the Defendant Randy Bennet was a resident of Nemaha, County, Nebraska and employed as an inspector for compliance with fire codes and other ordinances on behalf of the City of Auburn. Unless otherwise indicated, individual Defendants herein are typically referred to by surname alone.
- 8. At all times relevant, the Defendants Deana M. Guhde and David F. Guhde (collectively herein "the Guhdes"), were husband and wife, residents of Nemaha County, Nebraska, and licensed as real estate agents under the laws of the State of Nebraska, and employed by the Defendant John L. Bernard, also a resident of Nemaha County, Nebraska, who is and was licensed as a real estate Broker by the State of Nebraska, and doing business under the trade name Bernard Real Estate. Prior to and after 2006, the Guhdes and the Riegers had established both a personal and social relationship and a mutually financially beneficial business relationship, whereby the Guhdes would assist the Riegers in locating and purchasing real property for rent or resale for profit. Upon deciding to sell a property the Riegers would list the

No. 2278 P. 5

property with Bernard Real Estate and employ the Guhdes as their seller's agent to facilitate the sale.

- 9. At all times relevant Matthew Wilson was a resident of Lancaster County, Nebraska, was an appraiser licensed by the State of Nebraska to perform appraisals of real property, and employed by or doing business as Joe Wilson & Company, a Nebraska real estate appraisal company.
- 10. At all times relevant John Reyes, Jeffrey Kinnick, James Vega and John Does I-V, real names unknown, were residents of the State of California, and employees, officers, directors or shareholders of both the Defendant Endeavor Development & Investment Company, a Nevada Corporation, (Endeavor'), and the Defendant Level One Financial, Inc., a California Corporation ("Level One").
- 11. At all times relevant, Star Capital Corporation ("Star Capital") was a Delaware corporation, authorized to do business in Nebraska as a mortgage broker, and was in the business of obtaining suitable financing from lending institutions to facilitate the acquisition of commercial properties by investors, nationwide.
- 12. At all times relevant, Silver Hill Financial, LLC, ("Silver Hill") was and is a Delaware limited liability company, and an affiliate of Bayview Financial Holdings LP, a Delaware Limited Partnership ("Bayview Holdings"). Silver Hill was engaged in aggressively seeking opportunities to finance acquisition of commercial real estate loans for packaging and marketing as mortgage backed securities through other affiliates of Bayview Holdings.
- 13. At all times relevant, Bayview Loan Servicing, LLC, ("Bayview Servicing") was and is a Delaware Corporation, and also an affiliate of Bayview Holdings, and engaged in servicing of mortgage loans assigned to it by other affiliates, or other lenders, or contracting entities. On occasion, the Company was engaged to ensure compliance with contractual obligations on behalf of indentured trustees obligated to protect recourse rights stemming from the sale of offerings of mortgage backed securities.
- 14. At all times relevant Wachovia Bank, NA, ('Wachovia'') was a National Bank and an indentured trustee of an offering of mortgage backed securities which included the loan to the Plaintiff herein, which loan was serviced by Bayview Servicing.

No. 2278 P. 6

15. At all times relevant, IB Property Holdings, LLC, was and is a Delaware Corporation, and an affiliate of Bayview Holdings, and was assigned to enforce available of remedies regarding loans in default which were assigned to or being serviced by other affiliates, including Bayview Servicing.

GENERAL ALLEGATIONS

A. The Fraudlent Scheme of Level One, Reyes, Kinnick, Vega, John Does I-V, Star Capital, and Wilson, Using a Separate Entity as Joint Adventurer ("the Reyes Group").

- 16. In early 2006, Sandra Triantafilios ("Sandra"), began looking for an opportunity to invest in real estate. Because she lacked any significant prior experience in that type of investment, she attended a seminar purportedly designed to educate such potential investors, sponsored by the NRI (National Real Estate Investors Group), a Utah Corporation, in Salt Lake City, Utah, in the spring of 2006. At the seminar, Sandra met Defendant John Reyes, who was then a principal officer of Level One. Level One and Reyes undertook to establish a relationship with Sandra whereby they would assist her in locating investment opportunities, and determine the suitability of such opportunities to her investment goals. Sandra and John Reyes reached an understanding that if Sandra was willing to invest in a particular property, they would form a joint adventure with her, and use their specialized knowledge to assist her in acquiring a property, and then help her operate the property for their mutual profit.
- 17. At the time Sandra first made contact with John Reyes and Level One, Level One was engaged in locating investment opportunities in commercial real estate nation wide by utilizing the Internet. Level One through Defendants Reyes, Kinnick, Vega and John Does I-V, sought commercial properties which were being offered for sale through that medium, which would be suitable to refer to prospective investors with whom they had developed a relationship. On occasion, Level One acquired an equitable interest in commercial property by purchasing it in advance, usually with a particular investor in mind, and then offering the opportunity for ownership to the investor as part of a joint adventure, representing that the property had

No. 2278 P. 7

significant rental income to cash flow, and significant value growth potential to be flipped for another property in one or two years, generating a substantial profit.

- as Kinnick, Level One communicated with the potential investor by U.S. Mail, email and facsimile transmissions via telephone lines regarding the merits of the potential investment. Level One's commitment to purchase through an agent such as Kinnick, gave the investor the impression that Level One had utilized the significant expertise of its officers and employees in evaluating the properties and that it was a good investment, and that if it were rojected by the targeted potential investor, Level One would either retain it for themselves or offer it to other potential investors they had a relationship with. At this point misrepresentations of potential profits were communicated to the potential investor to hook them on the acquisition.
- 19. In fact, Level One had done only a precursory investigation of the property at this stage, and Kinnick was utilized as the purchaser because he could trigger the contingency of being unable to get a loan to close the transaction. When the investor appeared sufficiently through the fraudulent representations regarding viability and profits of the property, Level One, Reyes, Vega, Kinnick and John Does I-V, acted in concert to form a separate entity to become the joint venturer with the investor and advise the investor to form its own entity for the joint venture, so that should the investor make the decision to acquire the property from Level One, they would be in position to move quickly to close the transaction.
- 20. The separate entity formed by Reyes and his co-conspirators was typically an under capitalized shell, and was utilized by Reyes and his co-conspirators to purportedly further evaluate the suitability of the property by arranging for an inspection of the property, historical rental income, potential income and value growth, and an appraisal, in order to obtain financing for acquisition of the property by the investor. The investigation, inspection and appraisals, gave the impression of due diligence to the prospective investor, but instead were conducted and controlled by Reyes and the newly formed entity to minimize concerns, so as to provide a misleading and enticing opportunity, calculated to convince the potential investor to take action to purchase the property. If the investor agreed to move forward, the purchase agreement would be assigned to the investor, releasing Level One from any further obligation to acquire the property or risk any capital regarding the property, but position Reyes and his co-conspirators to

No. 2278 P. 8

profit from rents and resale. The new entity also assisted the investor in obtaining suitable financing using its continuing contacts with aggressive mortgage brokers such as Star Capital, whose brokerage fees were excessive compared to those otherwise available, and Star Capital contacts with aggressive commercial lenders such as Silver Hill Financial who were lax in underwriting because of the need for loan volume for mortgage security offerings. Accordingly the loan proposed was typically in very unattractive terms for the borrower compared to others available in the market place, and on information and belief there were kickbacks associated with placement of these loans to Star Capital, and to Level Onc.

21. Once the decision to purchase was made, the purchase agreement was assigned to the investor, and the new entity formed by Reyes became a joint venturer with the investor and or the investor's newly formed entity. Under the terms of the joint venture agreement the two newly formed entities would share in the profits generated by the newly acquired property, but there was no discussion regarding losses. Under the joint venture agreement, the newly formed entity by Reyes was to be compensated by an exorbitant percentage of the rents and profits from the property, ostensibly as compensation for the previous efforts of Reyes, Kinnick, Vega and John Does I-V, on behalf of both Level One and the newly formed entity, both in assisting in the acquisition of the property and its operation after acquisition. The newly formed entity by Reyes was not required to make a capital contribution under the joint venture agreement and had no up front cash at risk despite laying claim of up to 40% of the profits.

B. The Fraudulent Scheme of the Riegers, the Guhdes, Bernard, and Bennett ("the Rieger Group").

22. For a significant period prior to 2006, the Riegers were in the business of acquiring commercial rental property with the assistance of the Guhdes as aforesaid, for both rent and resale. The Riegers acquired properties in Cass, Otoe and Nemaha counties in Nebraska, and also counties in western Iowa. Though there are limited apartment complexes available for sale in this region, the Riegers, with the assistance of the Guhdes, have been involved in the acquisition and sale of at least three (3) apartment complexes and several other commercial properties in the region over the past ten (10) years. The Riegers, and in particular, Rachel

No. 2278 P. 9

Rieger, managed the properties the Riegers acquired, entering leases, collecting the rents, and making improvements as required, and arranging for their resale. The Riegers utilized the professional real estate services of the Guhdes and their broker Bernard for most acquisitions and resales, but on occasion, they acquired properties at judicial foreclosure sales and non judicial foreclosure sales conducted by a Trustee under a Doed of Trust.

- 23. On occasion, the Riegers and/or Rachel Rieger would carry back all or part of the purchase price on resale of a commercial property, and would occasionally become the owner of the property upon default by purchasing at a non-judicial foreclosure sale. Such re-acquisition allowed for a resale of the property. Overall, the Riegers were profiting from each sale through the down payments made by the purchasers, and the principal and interest payments on the carry back mortgages made prior to default.
 - 24. The Guhdes were profiting from real estate commissions on the sales and resales.
- 25. Through a family friendship between Rachel Rieger and Randy Bennet, an employee of the City of Auburn responsible for local fire code inspections, Rachel Rieger became aware that many commercial properties in the region in which she operated did not meet fire codes promulgated by the Nebraska State Fire Marshall's office, but that these requirements were often overlooked by purchasers of commercial properties conducting due difigence for their purchase. She also learned that inspections by the State Fire Marshall's office were rare and usually conducted only after receipt of a reported violation by Bennett or a concerned citizen.
- 26. Based on this information the Riegers and Guhdes concocted a scheme whereby the Riegers would acquire certain commercial properties at distressed forcelosure sales or otherwise, which they knew did not comply with fire codes applicable to the property, which was necessary for continued profitable operations. The Riegers would minimally improve the property after acquisition, without any effort to address fire code violations, and operate the properties for rental income, with the agreement by Bennet to allow the operations despite non-compliance with fire codes. The Riegers and the Guhdes would then offer the property for resale at a price which did not reflect such non-compliance with fire codes.
- 27. There were minimal commercial properties fitting this description in the region, so the Riegers, with the knowledge of the Guhdes, after some time following a sale had passed, would trigger a default by the purchaser by reporting them for fire code violations. Following an

inspection regarding the reported violations, the owners were required to cease or curtail operations until the code violations were corrected, often at great expense. The unexpected expense caused the owners to default on their loans, resulting in foreclosure sales where the Riegers could re-acquire the property so that it could be sold again by them at a profit by concealing the noncompliance with fire codes. The scheme was successful because of the friendship and tacit approval of Randy Bennett, who allowed the Riegers to operate the properties and collect rents despite their noncompliance with fire code requirements. This allowed the Riegers represent substantial earnings based on rents collected giving a misleading impression of the value of the property based on the rents collected. This allowed the Riegers and Guhdes to list these properties for far more than they were worth.

- 28. With the advent of greater advertising on the Internet, and a high national demand for investment in commercial property, the Guhdes and Riegers realized that local prices for commercial real estate in Nemaha and Otoe Counties and the surrounding rural area would appear attractive to East and West Coast investors, at listing prices which would be considered exorbitant to local potential purchasers.
- 29. Accordingly, the Riegers began listing commercial properties with the Guhdes on the Internet at prices which were five or six times beyond what they had paid for those properties and at least three times what they were worth. Included with these listings were commercial properties which required compliance with fire codes, a fact which was not disclosed by the Riegers or the Guhdes or Bernard.
- 30. The Riegers and Guhdes, with the knowing participation of Bernard and Bennett, sought to deceive prospective purchasers with the Internet listings both regarding the value of the properties generally, and their greatly reduced value based on non-compliance with the applicable fire codes.
- 31. Using the Internet the Riegers and Guhdes could profit from their scheme to a far larger extent than they could by advertising a property locally, and duplicate those larger profits again and again by reporting fire code violations at an opportune time to allow reacquisition of the property.
- 32. Whenever a question regarding value would come up, David Gudhe would tout his knowledge of local prices based on his work as a mortgage broker as well as a realtor to

No. 2278 P. 11

convince a prospective purchaser. And alternatively to the allegations above, Wilson may have been a co-conspirator of the Rieger Group, instead of the Reyes Group, in providing an in accurate appraisal to facilitate financing.

C. The Frandulent Schemes Applied to the Plaintiffs,

- 33. John Reyes and Level One developed a relationship with Sandra as a serious potential investor at the NRI Seminar as alleged above, and began to look for suitable properties for her to invest in as a joint adventurer with an entity to be formed by them. In the summer of 2006, Level One discovered the listing of Bernard Real Estate Company and Deanna Guhde for Avenue Apartments at 1301 19th St. in Aubum, Nebraska, with an asking price of \$350,000 ("the Property" or "Avenue Apartments"). The Riegers had obtained the Property at a foreclosure sale for \$47,000 in 2001, and had operated and managed it since them. At the time of the Internet listing, the Riegers, the Guhdes and Bernard knew that the Property was substantially over priced, and the Property was not even advertised locally.
- 34. The Riogers, Bernard and the Guhdes also knew that Avenue Apartments were required to comply with fire codes by the installation of a sprinkler system but did not. Avenue Apartments had been previously owned by relatives of Rachel Rieger and she managed the property for them for several years, before it was sold to a third party. During that time, she was denied insurance coverage because of non-compliance with fire codes. When the third party subsequent Buyers defaulted, Rachel Rieger obtained the property at a Deed of Trust sale for \$47,000.00 as aforesaid and had managed it for almost 5 years before listing it for sale in 2006 with the Guhdes and Bernard. Because of their familiarity with the property from previous ownership and/or management, and especially their knowledge of the difficulties in insuring the property because of its dilapidated condition and fire code discrepancies, Rachel and David Rieger knew the property was run down and in dilapidated condition and required extensive renovations to meet applicable fire codes. Riegers had not made substantial improvements to the Property themselves since 2001, and they knew its value was far less than even \$100,000.00. They also knew through their family friendship with the Auburn fire chief, Randy Bennett, that the building did not have an adequate sprinkler system and other improvements necessary to pass

No. 2278 P. 14

a State Fire Code inspection by the State Fire Marshal's office. Bernard and the Guhdes were also aware of this noncompliance. The Riegers continued to operate the properties and collect rents, and were not in inhibited in doing so through the acquiescence of Bennet. Their continuous operation allowed them to show a steady stream of income which both they and the Gudhes knew would be of significant interest to prospective purchasers, appraisers and potential lenders.

- 35. The scheme of the Riegers, Guhdes and Bernard depended on the assumption that national investors not familiar with the local market would think the Property was listed at a good price, perhaps even a bargain price, without knowledge of the local market and concealment of the fire code violations.
- 36. During the summer of 2006, Deanna Guhde was contacted by Jeffrey Kinnick representing Level One with regard to the Internet Listing. On information and belief, Kinnick advised the Riegers and the Guhdes that he worked for Level One and was considering purchasing the Property for an investor. Reyes informed Sandra about the Property and advised her to form a corporation which would be a joint venturer with an entity they were also forming if the property purchase was closed. Sandra formed SJT on August 31, 2006 with the assistance of a Nevada attorney recommended by Reyes.
- 37. On or about September 7, 2006, Kinnick and the Riegers entered into a purchase agreement prepared by Deana Guhde for the purchase of Avenue Apartments for the sum of \$350,000.00, the full asking price of the property. A true and accurate copy of the agreement is attached as Exhibit A. Kinnick was aware at the time he signed the agreement that he could easily avoid the contract by showing an inability to obtain financing.
- 38. Endeavor was formed by Reyes and Vega on September 27, 2006, to become the joint adventure partner with SJT. Thereafter the Reyes Group worked together and in concert with the Gudhes and the Riegers to convince Sandra to invest in the property. Endeavor arranged for a superficial inspection of the property, which disclosed some defects, but Endeavor did not require an inspection of fire code compliance typically required as due diligence for the acquisition of commercial property renting multi-family units. Reyes and Endeavor provided Sandra with an inspection report, but the report was sanitized so as not to disclose the inspector, or date of inspection. Reyes and Endeavor required disclosure of rental income, but they did not

No. 2278 P. 13

verify rental income, nor did they inquire if the property was over priced using county ad valorem assessment records. They attempted to obtain an appraisal of the property but when local appraisers refused to consider a value anywhere near the price stated in the purchase agreement, David Guhde rendered an opinion to Sandra that based on his experience as both a mortgage lender and realtor, he could vouch that the property was not overpriced. Matthew Wilson was brought in by Endeavor, or Guhde to appraise the property for Endeavor based upon almost irrelevant Omaha apartment building comparables of rental income, and he determined the Property had a value of \$340,000. Wilson, Guhdes, Rieges, Bernard and at this point, Reyes and Endeavor, knew this was a gross overstatement of the value of the property even without consideration of whether it complied with applicable fire codes. Wilson did not consider whether the property complied with such codes during his inspection. His appraisal was immediately mailed to Sandra by Endeavor, as Wilson knew it would be. A true and accurate copy of the appraisal is attached as Exhibit B. Level One purported to do due diligence for the acquisition, while at the same time attempting to entice Sandra to take over the investment through an assignment of the purchase agreement. Reyes, Level One and Endeavor, either intentionally or negligently failed to require a fire code inspection or to inquire about whether the property complied with applicable fire codes. Alternatively, they were already aware of the noncompliance through information provided by Rachel Rieger, Bernard, and/or Gubdes and concealed it. The property was then in a dilapidated condition, but the physical condition of the property was not accurately reported to Sandra via an inspection report prepared for Endeavor. The inspection was not complete and thorough, though it listed some discrepancies to appear legitimate. The sections provided to Sandra did not disclose any inspection for compliance with fire codes. The identification of the property inspector was not disclosed to Sandra, so that she could ask further questions.

39. Reyes continued making representations regarding the viability of the property representing that it could be sold in a couple of years for over \$900,000. Endcavor utilized its connections with Star Capital and Silver Hill Financial to obtain preliminary interest in a loan based on Wilson's appraisal. Reyes, Endcavor and Star Capital knew that Silver Hill would not scrutinize the loan according to typical underwriting practices, based on past experience and that it was likely to be approved.

No. 2278 P. 14

- 40. Based on the representation of David Guhde regarding value, the appraisal submitted to Sandra prepared by Matthew Wilson, and the continuous representations to Sandra by Reyes of obscene profits upon resale after a year or two of holding the property, Sandra agreed to invest in the property and the purchase agreement was assigned to her on November 17, 2006 by both Kinnick and Rieger, as shown by the Addendum which is part of Exhibit A.
- 41. Fulfillment of the contingency of approved financing remained a critical concern despite the assignment to Sandra, and Reyes on behalf of himself and Endeavor further exploited his contacts with Star Capital and Star Capital in turn utilized its contacts with Silver Hill to obtain approval for a loan for Sandra. Despite significant relaxation in underwriting requirements, including waiver of a separate appraisal and acceptance of Wilson's appraisal, Silver Hill approved a loan for only \$255,000, even with a personal guaranty by Sandra.
- 42. The maximum cash contribution that Sandra could make toward purchase and closing costs without Endeavor's assistance was \$34,000.00, and accordingly, through Endeavor's efforts, the purchase agreement was amended with the Riegers reducing the purchase price to \$340,000, and further agreeing to a \$51,000 carry back promissory note secured by a second mortgage. The amendment is also part of Exhibit A.
- 43. With these modifications financing was approved with Silver Hill Financial as Lender. With the financing contingency in the purchase agreement fulfilled, a closing date was set.
- 44. In anticipation of closing, Endeavor and Plaitniffs agreed to a joint venture agreement which would provide Endeavor with 40 % of the rental income from the Property and 40 % of the profits on resale. Endeavor recommended that Sandra contract with the Riegers to manage the property locally, and account for rents and expenses to Endeavor. A management agreement between Sandra and the Riegers was prepared. A true and accurate copy is attached as Exhibit C.
- 45. Closing was held on January 4, 2007 with a payment in each for down payment and closing costs made by SJT with funds provided by Sandra as a loan / or capital contribution to SJT in the amount of \$39,000.00. SJT executed a promissory note in favor of Silver Hill Financial in the amount of \$255,000, secured by a first deed of trust. The balance of the purchase price was paid with through a promissory note back to The Riegers secured by a Second

Deed of Trust. The Joint Venture agreement and property management agreement described above were executed.

- 46. After Plaintiff entered into a management agreement with the Riegers to manage the property and account to Endeavor, Endeavor opened a local checking account for deposit of rental income and gave the Riegers signing authority for checks to pay for improvements, management fees, maintenance expenses and monthly mortagage payments, including their own. Any balance remaining was to be transmitted to Endeavor who would then account to SJT.
- 47. Endeavor made some sporadic payments to the Plaintiffs but there has never been an accounting by either the Riegers or Endeavor to this date of either income or expenses from the property for the period extending from January 4, 2007 through March 30, 2009.
- 48. In 2008, Endeavor, at the insistence of the Plaintiffs, began to make preparations for resale of the property, and Endeavor contacted Deana Guhde to list the property, but she was not eager to do so. Deanna Gudhe then made the Riegers aware of these efforts and shortly thereafter Rachel Rieger reported to the State Fire Marshall's office that the property did not comply with fire codes. An inspection was conducted on October 21, 2008, resulting in an administrative order dated October 23, 2008, restricting operation of the property and prohibiting new rentals until the property was brought into compliance. A copy of the order is attached as Exhibit D. Rental income dwindled because of the order and soon was insufficient to make mortgage payments. The order precipitated and investigation by the Plaintiffs which led to the discovery that they had been defrauded as set forth herein.
- 49. On March 30, 2009, Plaintiff after consulting with Reyes, Plaintiffs terminated the management contract of the Riegers and Sandra began to manage the property herself subject to the Fire Marshall's order.
- 50. Plaintiffs defaulted on their purchase money loan which had been assigned by Silver Hill to Bayview Loan Servicing, LLC, and also on their carry back loan with the Riegers. Plaintiffs attempted a modification of the Loan with Bayview Servicing, and became aware that a local Auburn person, believed to be Rieger, indicated to the Company that she was interested in purchasing the property following the Deed of Trust Sale. Bayview Servicing assigned the Loan and Deed of Trust to IB Property Holdings for foreclosure, and IB Property Holdings subsequently conducted a Deed of Trust Sale at which Avenue Apartments were purchased by

No. 2278 P. 16

said company for the amount of \$100.00. Silver Hill, Bayview Servicing, IB Property Holdings, and Wachovia Bank NA may be necessary interested parties to this action, because of the deficiency due and owing under the loan documents including Sandra's guaranty to one or more of them, and accordingly, they have been named as Defendants herein.

\$253,000.00. Sandra has lost her entire personal investment of \$34,000, closing costs of approximately \$5,000.00, and is potentially liable to IB Property Holdings or another entity identified in the previous paragraph under a guaranty of the loan in the amount of the unpaid balance. Endeavor disclaims any responsibility for this indebtedness. The Riegers have claimed that the Plaintiffs are indebted to them for over \$53,000 on the carry back promissory note, secured by a second Deed of Trust.

FIRST CAUSE OF ACTION BREACH OF FIDUCIARY DUTY

Comes now the Plaintiffs and for their first cause of Action against the Defendants Reyes, Kinnick, Vega, John Does I -V, Level One and Endeavor, and incorporate the allegations of Paragraphs 1 through 51 above, and further state as follows:

- 52. The aforesaid Defendants against whom this cause is alleged entered into a relationship with the Plaintiff following the seminar at which John Reyes made contact with Sandra during the spring of 2006 whereby they became confidential investment advisers to her regarding real estate investment. Endeavor entered into the same relationship after it was formed.
- 53. The relationship with Sandra was in the nature of a partnership whereby said
 Defendants would contribute their expertise by locating real property for investment, which
 Sandra or an entity formed by her would purchase. Upon purchase, the Defendants would assist
 in managing the property and they would share in the rents and profits based on their
 contributions to the venture.
- 54. The said Defendants owed a duty to Sandra and upon its formation, to SJT, of the utmost good faith and fair dealing in all matters relating to the venture as a fiduciary to them.

No. 2278 P. 17

- 55. The said Defendants except Endeavor through concerted effort, located the Property listed by the Guhdes through the Bernard Agency. All said Defendants in this cause then represented its viability as an investment, and assisted Sandra and SJT in acquiring the Property and then later managing it as aforesaid. In doing so, they breached their fiduciary duties to the Plaintiff's in the following respects:
 - a. They did not perform due diligence to accurately ascertain the true value of the property.
 - b. They did not require a competent inspection of the property to determine its dilapidated condition, or did determine its dilapidated condition and withheld that information from the Plaintiffs.
 - c. They did not perform due diligence to ascertain whether the property was in compliance with building codes and fire codes.
 - d. They failed to obtain adequate rent rolls and determine the true income producing potential of the property.
 - e. They knowingly or recklessly misrepresented the profit that could be obtained upon resale of the property in a couple of years.
 - f. They conspired with Wilson, to obtain an appraisal of the Property far beyond what they knew the property was worth and used the appraisal to convince Sandra and SJT of the value of the property as appraised.
 - g. They obtained financing from through source s that charged greater fees and interest than could be obtained elsewhere, and from a Lender that they knew would not impose typical underwriting standards prevalent in the industry but instead would be more lenient in approving the loan without a thorough investigation of the value of the Property.
 - h. They proposed and entered into a written joint venture agreement with Plaintiffs which was unconscionable because it provided for their compensation from the rents and profits of the Property acquired which were far in excess and beyond the fair value of the services rendered, to the detriment of Sandra and SJT.
 - i. They failed to provide proper management to the venture, and instead

No. 2278 P. 18

abdicated that responsibility to the former owners and then failed to provide oversight of their management.

- j. They failed to properly account to the Plaintiffs for the rents and profits of the venture, and the expenses of the venture, or to provide the Plaintiff SJT with its fair share of rents and profits from closing on January 4, 2007 until the Plaintiff assumed management of the Property in April of 2009.
- 56. The Plaintiffs did not discover the breaches of fiduciary duty, and due to concealment by said Defendants, with reasonable diligence could not have discovered said breaches until the spring of 2009.
- 57. The aforesaid breaches of fiduciary duty also constitute breaches of the joint adventure agreement between the parties.
- 58. Because of the aforesaid said breaches set forth in Paragraph 51 a- f, the Plaintiff accepted assignment of the purchase agreement and provided the capital to close the purchase with funds provided by Sandra, through a loan to SJT by Silver Hill, guaranteed by Sandra, and through a loan by the Riegers to SJT Both loans, both of which were secured by the Property.
- 59. The Plaintiffs have been damaged in the amount of the purchase price as title to the Property has been lost through non-judicial foreclosure, in the amount of \$340,000.00, plus closing costs of \$5,000.00, and the cost and expense of the Chapter 11 and Chapter 7 Bankruptcies of SJT.
- 60. The Plaintiff has been damaged by the aforesaid breaches set forth in Paragraph 51 g through j, in an as yet undetermined amount, and because the rents, profits and expenses from operating the property after closing involve a complicated system of accounts with the Riegers as unsupervised managers, accounting to Endeavor, with only minimal information being provided to the Plaintiffs. Accordingly, an accounting is required to ascertain the damages due to the Plaintiffs as a result of said breaches.

Wherefore the Plaintiffs pray for Judgment against each Defendant against whom this cause of action is alleged, jointly and severally in the amounts set forth in Paragraph 55; for an accounting of rents and profits from January 4, 2006 to March 30, 2009, to determine whother or additional amounts are due and owing and if so to include said amounts in the judgment

No. 2278 P. 19

entered.; for the cost and expense incurred in the Bankruptcies of SJT; for the costs of this action, and for such other relief as may be just and equitable.

SECOND CAUSE OF ACTION FRAUD BY MISREPRESENTATION

Comes now the Plaintiffs and for their Second Cause of Action against the Defendants Reyes, Kinnick, Vega, John Does I-V, Level One, Endeavor, Star Capital, and Wilson, and reallege the allegations contained in Paragraphs 1 through 60 above, and further allege and state as follows.

- 61. Said Defendants, or some of them participated in making representations to the Plaintiffs before Plaintiffs agreed to accept assignment of the purchase agreement between Level One and the Riegers, that:
 - a, the property was a bargain, and could be flipped rapidly with resulting profits of up to \$700,000 in just a couple of years.
 - b. That the property had been properly inspected in accordance with due diligence procedures and that it was in good condition, and in operable condition in compliance with applicable codes and ordinances.
 - c. That the appraisal obtained on the property was an accurate indicator of the value of the property.
- 62. Said statements were false or were know by he Defendants to be false or else were recklessly made with the intention that the Plaintiff rely upon them.
- 63. The Plaintiffs did rely upon them by taking an assignment of the purchase agreement and later closing the purchase by paying or becoming obligated to pay the purchase price of \$340,000 and closing costs of \$5,000.00.

Wherefore the Plaintiffs pray for Judgment against each Defendant against whom this cause of action is alleged, jointly and severally in the amount of \$345,000, and for the costs of this action.

THIRD CAUSE OF ACTION FRAUD BY CONCEALMENT

Comes now the Plaintiffs and for their Second Cause of Action against the Defendants

No. 2278 P. 20

Defendants Reyes, Kinnick, Vega, John Does I -V, Level One, Endeavor, Star Capital, and Wilson, and reallege the allegations contained in Paragraphs 1 through 63 above, and further allege and state as follows.

- 64. That during the course of investigating the property as a potential investment, the Defendants became aware that the asking price for the property was grossly in excess of its true value, and that the property failed to comply with fire code regulations applicable to the property which further devalued it.
- 65. These facts were material to the decisions of the Plaintiffs to invest in the property by taking an assignment of the purchase agreement between Level One and the Riegers, and closing the purchase.
- 66. That these Defendants knew that the Plaintiffs were relying on them to investigate and disclose any defects or concerns about the property and was not undertaking an investigation of their own to do so. Accordingly, these material facts did not become known to Plaintiffs and would not have become known to them through reasonable observations.
- 67. The Plaintiffs were reasonably misled regarding the true condition of the property, and that the concealments participated in by the Defendants, were the proximate cause of the Plaintiff's taking an assignment of the purchase agreement and later closing the purchase by paying or becoming obligated to pay the purchase price of \$340,000, and closing costs of \$5,000.00. Therefore the Plaintiff's have been damaged in that amount.

Wherefore the Plaintiffs pray for Judgment against each Defendant against whom this cause of action is alleged, jointly and severally in the amount of \$345,000, and for the costs of this action.

FOURTH CAUSE OF ACTION FRAUD BY CONCEALMENT

Comes now the Plaintiffs and for their Fourth Cause of Action against the Defendants Bernard, the Guhdes, the Riegers, Bennett, Wilson, and reallege the allegations contained in Paragraphs 1 through 67 above, and further allege and state as follows.

- 68. The Defendant John Bernard of Bernard Real Estate Company was the supervising broker of the Guhdes, who were both acting in the scope and course of their employment as real estate agents and also outside of the scope of such employment to participate with the Riegers in perpetrating a fraud. John Bernard and Bernard Real Estate Company is vicariously liable for the breach of any duty owed by the Guhdes to the Plaintiffs which are imposed by them imposed by them by virtue of Neb. Rev. Stat. Sect. 76-2401 through 76-2430, when acting within the scope of their duties as real estate agents.
- 69. At some point during the spring of 2006, the Riegers listed the property for sale with the Guhdes and Bernard for the price of \$350,000, and Deana Guhde, a licensed real estate agent, became the seller's limited agent, as such term is defined in Neb. Rev. Stat. §76-2414.
- 70. At the time the listing agreement was entered into, or at least prior to September of 2006, both the Riegers and the Guhdes, and Bernard were aware that the asking price for the property was grossly in excess of its true value, and that the property failed to comply with fire code regulations applicable to the property which further devalued it and potentially precluded a purchaser's ability to obtain rents from the property until the code violations were corrected at substantial expense.
- 71. These facts were adverse material facts relating to the decisions of Level One to purchase the Property and to the Plaintiffs decision to invest in the property by taking an assignment of the purchase agreement between Level One and the Riegers, and closing the purchase. The Riegers as Sellers, and the Guhde's as the Seller's limited agent, and Bernard as broker, had a duty to disclose to both Level One and the Plaintiffs all adverse material facts about the aforesaid property known by them, including the adverse material facts set forth in this cause.
- 72. That these Defendants suppressed these material facts and concealed them with the intent to mislead Level One and the Plaintiffs as to the true condition of the property.
- 73. That Level One was reasonably misled by the concealment of these material facts by entering into an agreement to purchase, and the Plaintiffs were reasonably misled the concealment of these material facts when they decided to take an assignment of the purchase agreement from Level One and close the purchase, which they would not have done if they were aware of such material facts.

No. 2278 P. 22

- 74. These material facts did not become known to either Level One or the Plaintiffs, and would not have become known to them through reasonable observations.
- 75. The concealment of these material facts were the proximate cause of the Plaintiff's taking an assignment of the purchase agreement and later closing the purchase by paying or becoming obligated to pay the purchase price of \$340,000, and closing costs of \$5,000.00. Since IB Property Holdings is the current owner of the Property, and the Property has not yet been sold to a bona fide purchaser for value without notice, Plaintiffs are still entitled to the equitable remedy of rescission of the purchase agreement, cancellation of Warranty Deed and return of the purchase price of the property.

WHEREFORE, the Plaintiffs pray that the purchase agreement with the Riegers be rescinded and the Warranty Deed from them to SJT be canceled, and the Riegers be ordered to return the purchase price paid to them to the Plaintiffs and /or IB Property Holdings, LLC according to their interests; that the funds returned to the Plaintiffs be offset by the fair rental value of the property after January 4, 2007, with such additional adjustments as equity may require based on an accounting of the rents and profits by the Riegers from January 4, 2006 through March 30th, 2009, their breaches of the management agreement for the property with the Plaintiffs, and their tortious interference with the lease agreements between the Plaintiffs and the tenants of the property through the date of the Deed of Trust Sale to IB Holdings, and for such other and equitable relief as may be required to put the parties in the position, to the extent possible, they would be in had the purchase agreement not been entered into.

Alternatively the Plaintiffs pray for Judgment against each Defendant against whom this cause of action is alleged, jointly and severally in the amount of \$345,000, but with the Riegers allowed a credit for \$51,000.00, on said judgment, and for the costs of this action.

FIFTH CAUSE OF ACTION NEGLIGENT MISREPRESENTATION

Comes now the Plaintiffs and for their third cause of action for negligent misrepresentation against the Defendants Matthew Wilson and Joe Wilson and Company, and reallege the allegations

No. 2278 P. 23

contained in paragraphs 1 through 75 and further state as follows: .

- 76. The said Defendants actively through the course of their business and employment, supplied information in the form of a written appraisal to Endeavor, knowing that it would be provided to the Plaintiffs, which was intended to indicate to Endeavor and the Plaintiffs that the property had a value of \$340,000 which was a much greater value than it actually had, and that their were no impediments to cash flow from the property due to non compliance with fire codes. The statements to that effect were false, or else were recklessly asserted by them without sufficient knowledge as to whether or not they were true or false.
- 77. Because the defendants failed to exercise reasonable care and competence in obtaining or communicating correct information, the value contained in the appraisal was false, and no information regarding non-compliance with fire codes was discovered and considered.
- 78. The appraisal was intentionally provided by the said Defendants for the guidance of the Plaintiffs related to taking an assignment of the purchase Agreement, and to their mortgage lender Silver Hill to influence said company to grant approval of Plaintiff's mortgage loan, which was a condition precedent to closing the purchase agreement.
- 79. The Plaintiffs relied on the information provided in the appraisal, proceeding forward to take assignment of the purchase agreement, obtain approval for financing, and then close the purchase on the Property without making further investigation regarding the value of the Property, or in assessing the accuracy of appraisal as it related to fire code compliance.
- 80. The Plaintiffs were entitled to rely, were intended to rely, and did justifiably rely on the information provided to them by the said Defendants through the appraisal.
- 81. As a proximate cause of the negligent misrepresentation of the said Defendants, the Plaintiffs incurred damages as set forth above.
- 82. That as a direct and proximate cause of the aforesaid negligence of the Defendants, Plaintiff Sandra has also experienced extreme mental anguish and distress in the past and are reasonably certain to experience such mental anguish and distress in the future.

WHEREFORE, the Plaintiffs pray for judgment on their third cause of action against the said Defendants in this cause and each of them jointly and severally, for special damages in the reasonable amount of \$345,000 and for general damages for mental anguish and emotional distress,

No. 2278 P. 24

and for the costs of this action and attorney fees allowed by law.

SIXTH CAUSE OF ACTION TORTIOUS INTERFERENCE

Comes now the Plaintiffs and for their sixth cause of action against the Riegers reallege the allegations contained in paragraphs 1 through 82 and further state as follows:

- 83. That after the Plaintiffs terminated the contract with the Riegers to manage the properties on March 30, 2009. Plaintiffs obtained from the Riegers the keys to the common areas and rental units and the leases and security deposits of the tenants who were permitted to remain in the premises by the Fire Marshall's order.
- 84. The Riegers were aware of each tenant remaining on the property, the terms of their lease, and the amount of their rent.
- 85. Thereafter the Riegers intentionally interfered with the lease hold relationship Plaintiff had with each tenant, by coming on the property and soliciting the existing tenants who were allowed to remain by the Fire Marshall's order, to break their leases with Plaintiffs vacate the premises and enter new leases for rental property owned by the Riegers. They also attempted to assert an assignment of rents and collect rents from the tenants, knowing that Silver Hill had a superior right to collect said rents.
- 86. The aforesaid interference with existing leases was unjustified, and the Riegers knew that once a tenant vacated, they could not be replaced under Fire Marshall's order imposing greater financial distress on the Plaintiffs. Plaintiffs gave notice to the Riegers to no longer enter the property, for any purpose, but the Riegers intentionally ignored the notice and continued to try to solicit tenants to break their lease.
- 87. Through said interference several of the tenants of the Property did breach their leases, vacated the property and entered leases with the Plaintiffs.
- 88. That but for the interference the tenants would have remained on the Property and paid rent and the Plaintiff has been damaged by the loss of rent in an amount of greater than \$5000.00.

WHEREFORE, Plaintiffs pray for judgment on their sixth cause of action against the

No. 2278 P. 25

Defendants named herein in the amount of \$5000.00, plus the costs of this action.

SEVENTH CAUSE OF ACTION BREACH OF MANAGEMENT CONTRACT

Comes now the Plaintiffs and for their sixth cause of action against the Riegers reallege the allegations contained in paragraphs 1 through 88 and further state as follows:

- 89. The Defendants Rieger owed the Plaintiffs an implied duty of good faith and fair dealing implied in the terms of every written agreement in this State, and implied within the management agreement entered into between the Plaintiffs and the Riegers. They also owed Plaintiffs and implied duty to perform the services required by the agreement in a good and workmanlike manner.
- 90. The Riegers breached the said agreement including the covenant of good faith and fair dealing and the covenant to perform services in a good and workmanlike manner, by:
 - a. Engaging in self dealing to acquire prospective tenants for their own rental properties instead of leasing them a unit in the Property.
 - b. Contracting with themselves and other family members to provide maintenance services, snow removal and landscaping at exorbitant prices fair in excess of the normal prices for such services prevalent in the community at the time the services were rendered.
 - c. Failing to maintain an accurate account of rents received and expenses incurred.
 - d. Failing to accurately account to Endeavor and the Plaintiffs regarding their services.
 - e. Failing to provide management services in a professional manner in accordance with the standards for such services prevalent in the community where the property is located.
 - f. Charging an excessive mark up on consumables and other materials purchased for maintenance functions and for repairs to the premises
 - 91. The Plaintiffs have been damaged by the aforesaid breaches in an amount in excess

No. 2278 P. 26

of \$15,000.00.

WHEREFORE, Plaintiffs pray for judgment on their seventh cause of action against the Defendants named herein in the amount of at least \$15,000.00, plus the costs of this action.

EIGHTH CAUSE OF ACTION CIVIL CONSPIRACY

Comes now the Plaintiffs and for their eighth cause of action against all the Defendants, reallege the allegations contained in paragraphs 1 through 91 and further state as follows:

- Plaintiffs by convincing them to invest in and purchase of the Property for almost five times less than it was worth even if the property were operable as rental property, and despite its non compliance with fire codes, which the Defendants knew would make the property worthless. Additionally, the Reyes group entered into an agreement or understanding to defraud Plaintiffs by enticing them to invest in and purchase of the Property for almost five times less than it was worth even if the property were operable as rental property, and despite its non compliance with fire codes, which the Defendants knew would make the property worthless. Additionally, the Reyes group entered into an agreement or understanding to defraud Plaintiffs by enticing them to purchase and close on the Property, to defraud them by collecting an exorbitant portion of the rents and profits expected to be generated from the Property
- 93. The Defendants each entered into the acts attributed to them and described above in furtherance of the conspiracy and to deprive the Plaintiff of her investment money and/ or rents and profits of the property for their own improper and excessive gain.
- 94. The Plaintiffs have been damaged by the aforesaid acts committed pursuant to the conspiracy in the amount of \$345,000, and for the costs of this action, with such offset to the Reigers as the court shall allow.

WHEREFORE, Plaintiffs prays of judgment against the Defendants on their Eighth cause of action for \$3450,000, plus the costs of this action, with such offsets to the Reigers as the court shall allow.

NINTH CAUSE OF ACTION

No. 2278 P. 27

VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO).

Comes now the Plaintiffs and for their eighth cause of action against the Defendants consisting of the Reyes Group as defined above, and reallege the allegations contained in paragraphs 1 through 94 and further state as follows:

- 95. Said Defendants associated together as a group, as set forth above, for the common purpose of engaging in a pattern of racketeering activity, more particularly described below. Such an association of persons and entities is an enterprise for purposes of 18 U.S.C. §1961.
- 96. Level Onc was a Delaware Corporation engaged in a nationwide scheme of locating investment properties on the internet to defraud potential investors targeted by them. It utilized the Internet to locate and contact potential sellers using email and facsimile transmissions over interstate phone lines, to communicate with potential sellers and to transmit false information to the Plaintiff as a prospective investor. It associated with Endeavor, a Nevada Corporation, formed to enter a joint venture with the Plaintiffs. The Defendants Level One and Endeavor used facsimile and email over phone lines extending across the United States from California to Nevada to Nebraska to Connecticut and also the U.S. Mail to forward appraisal reports and other false information related to a potential property from Nebraska to Connecticut or California to Connecticut to induce the prospective investor who lived in Connecticut to purchase the property. Accordingly, the enterprise or activities associated with the enterprise affected interstate commerce.
- 97. The sending of false property information, inaccurate inspections, fraudulent appraisals, and other false information both over the phone lines and through the U.S. Mail on multiple occasions from August, 2006 through closing on January 4, 2007, constitutes the predicate acts of mail fraud and wire fraud in violation of 18 U.S.C. §§1341 and 1343.
- 98. These Defendants have engaged in the same or similar fraudulent schemes with regard to other prospective investors, from all over the United States, and have therefore engaged in a pattern of racketeering activity, and are still engaged in a pattern of racketeering activity, which threatens to continue in the future with regard to each member of the enterprise

No. 2278 P. 28

participating in the formation of new joint ventures with prospective investors to defraud them, in the same manner as the Plaintiff was defrauded.

99. The Plaintiffs have personally suffered injury through the loss of \$39,000 in cash paid as a down payment and for closing costs on the property, and have incurred a liability which exists to date in the amount of at least \$305,000, all because of the violations of the RICO law as set forth above.

WHEREFORE, Plaintiffs pray for judgment on their ninth cause of action for triple the damages incurred, and attorney fees allowed by law under 18 U.S.C. §1964 c.

TENTH CAUSE OF ACTION VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO) 18 U.S.C. \$1962 (d) -CONSPIRACY.

Comes now the Plaintiffs and for their Tenth cause of action against Defendants (Reyes Group) reallege the allegations contained in paragraphs 1 through 99 and further state as follows:

- 100. Each of the said Defendants has manifested that it entered an agreement to participate in the affairs of the stated enterprise in through the commission of two or more predicate acts as described above, and to violate 18 U.S.C. §1962 (c. as set forth above. Therefore the manifestation of such agreement by each of the stated Defendants constitutes a violation of 18 U.S.C., 1962(d).
- 101. The Plaintiffs have been damaged by this violation as set forth in Paragraph 99 above.

WHEREFORE, The Plaintiffs pray for triple the amount of their damages, the costs of this action and attorney fees under 18 U.S. C. §1964 (c)

ELEVENTH CAUSE OF ACTION VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO).

No. 2278 P. 29

Comes now the Plaintiffs and for their eleventh cause of action against the Defendants described as the Rieger Gorup above, and reallege the allegations contained in paragraphs 1 through 101 and further state as follows:

- 102. Defendants in the Rieger Group associated together as set forth above for the common purpose of engaging in a pattern of racketeering activity, more particularly described below. Such an association of persons and entities is an enterprise for purposes of 18 U.S.C. §1961.
- grossly overpriced commercial investment properties for sale over the internet to defraud potential purchasers. They utilized the Internet to respond to Level One as a potential seller using email and facsimile transmissions over interstate phone lines, and otherwise to to transmit false information to Level One, and then later Endeavor and the Plaintiffs. They associated between themselves to conceal that the properties offered for sale on the Internet had fire code violations greatly depreciating the income from what they represented could otherwise be obtained. They used facsimile and email over phone lines extending across the United States from Nebraska to California to Nevada to Connecticut, and also the U.S. Mail on an interstate basis to forward false information in furtherance of their fraudulent scheme. Accordingly, the enterprise or activities associated with the enterprise stated above, affected interstate commerce.
- 104. The sending of false property information, inaccurate rent rolls, misrepresented values, and other false information both over the internet via phone lines and facsimile via phone lines and through the U.S. Mail on multiple occasions from August, 2006 through closing on January 4, 2007, constitutes the predicate acts of mail fraud and wire fraud in violation of 18 U.S.C. §§1341 and 1343.
- 105. These Defendants have engaged in the same or similar fraudulent schemes with regard to other prospective purchasers of property they have listed for sale, all over the United States, and have therefore engaged in a pattern of racketeering activity, and are still engaged in a pattern of racketeering activity, which threatens to continue in the future with regard to each member of the enterprise participating in the same manner, again and again to defraud prospective purchasers in the same manner as the Plaintiffs were defrauded.
 - 106. The Plaintiffs have personally suffered injury through the loss of \$39,000 in cash

No. 2278 P. 30

paid as a down payment and for closing costs on the property, and have incurred a liability which exists to date in the amount of at least \$305,000, all because of the violations of the RICO law as set forth above.

WHEREFORE, Plaintiffs pray for judgment on their ninth cause of action for triple the damages incurred, and attorney fees allowed by law under 18 U.S.C. §1964 (c).

TWELFTH CAUSE OF ACTION VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO) 18 U.S.C. §1962 (d) -CONSPIRACY.

Comes now the Plaintiffs and for their Twelfth cause of action against Defendants (The Rieger Group) reallege the allegations contained in paragraphs 1 through 106, and further state as follows:

- 107. Each of the said Defendants has manifested that it entered an agreement to participate in the affairs of the stated enterprise through the commission of two or more predicate acts as described above, and to violate 18 U.S.C. §1962 (c). as set forth above. Therefore the manifestation of such agreement by each of the stated Defendants constitutes a violation of 18 U.S.C.. 1962(d).
- 108. The Plaintiffs have been damaged by this violation as set forth in Paragraph 106 above.

WHEREFORE, The Plaintiffs pray for triple the amount of their damages, the costs of this action and attorney fees under 18 U.S. C. §1964 (c).

THIRTEENTH CAUSE OF ACTION VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO) 18 U.S.C. §1962 (d) -CONSPIRACY.

Comes now the Plaintiffs and for their Thirteenth cause of action against all Defendants

No. 2278 P. 31

and reallege the allegations contained in paragraphs 1 through 108 and further state as follows:

109. Each of the said Defendants has manifested that it entered an agreement to participate in the affairs of the stated enterprise through the commission of two or more predicate acts as described above, and to violate 18 U.S.C. §1962 (c. as set forth above. Therefore the manifestation of such agreement by each of the stated Defendants constitutes a violation of 18 U.S.C. 1962(d).

110. The Plaintiffs have been damaged by this violation as set forth in Paragraph 106 above.

WHEREFORE, The Plaintiffs pray for triple the amount of their damages, the costs of this action and attorney fees under 18 U.S. C. §1964 (c).

SJT DEVELOPMENT, INC., a Nevada Corporation and SANDRA TRIANTAFILLOS, PLAINTIFFS,

 BY^{C}

Allan J. Eurek, #16833

ALLAN J. EUREK & ASSOC., P.C.

3901 Normal Blvd., Suite 203

Lincoln, NE 68506-5205

(402) 477-7500

Nov. 16. 2010 4:19PM ALLAN J EUREK PC 402-477-7525 584 07 2000 180 11:07 AM levelone (inamola) FAX NO. 18083739189

No. 2278 P. 32 P. 02

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	Daye	Seller	<u> </u>

EXHIBIT

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Histo Artaun

Nov. 16. 2010 4:19PM ALLAN JEU ALLAN J EUREK PC 402-477-7525 FRIERE CON XA1 No. 2278 F. 33

Rustinion. Terminotian or Definite If Boyer fifth of continuous this purchase according to the series of this agreement. Solier may, at Solier's epiper, retain the ramest money as liquid and desirges for such failure, or fallites such other lappi expedition as an available to Solier by reason of such failure. If this agreement is resimiled or terminated by either party militors fault as allowed better, and penny shall have placed her costs and the samest mercey shall be refleribled.

the amount memory shall be folleded.

H.R.P.T.A. (Feeligh Investments and Real Property Tax Art). The foreign investment and Real Property Tax Art requires a Huyer of real property to withhold its protein follows all the action and to deposit that amount with the Internal Reviews Crivica upon thousand, if the Sellar is a foreign parism. Period to provide or partnership, or nonvesibles after, only as the property qualifies for an extension to several because the prochase price is \$100,000 or less and the Crivical Internation to several because the prochase price is \$100,000 or less and the Crivical Internation to several because the prochase price is \$100,000 or less and the Crivical Internation to several because the price is the price in the Crivical Internation and the Crivical Internation and the Crivical Internation is a foreign person; it: (b) Provide Broker with a Critical Crivical Internation (PC Form) 101-V) stading under particly of penjuty that Saber is not a foreign person; it: (b) Provide Broker with a Critical Internation (PC Form) 101-V) stading under particly of penjuty that Saber is not a foreign person; it: (c) Provide Broker with a Critical Internation is a foreign person; it is not a foreign person.

in meetion dending, buyer may request a Disse I anvicamental feature as anvicammental quality, they are may request in thinke study and delay closin andy is requested, Ruper shall have but says after resolpt of the mody requests for envicanmental investigation and the results thereof shall be completed by Histo II checked, Puyer intends to use the premises for a single	n the estimations environmental quarity of the Property. On or bulges the lite expense which that he premaily undered if therefully ratio a question of an acceptant, except the property at its or results the agreement. If farther results to occept the property as so received the agreement. Definition results and comparing the provided to both Buyer and Salter. If the environmental identification is not that agreement. The purpose Buyer may receive this agreement on or before the conscious such intended one. The purpose is as follows: contain property.
Cambergaria in a green may be exceeded in one of more which shall opinion constitute one and the same languages of sony that the properties of a signed sony faced acknowledgment of society. And constitute of a signed sony faced acknowledgment of society, and constitute of the opinion of a signed sony personally delivery of a signed copy to the opinion and the opinion of the opinion opinion of the opinion opinion of the opinion	counterparts, each of which is dearned to be an original beyon, and all of counterparts, each of which is dearned to be an original beyon, and all of litered or any counter offer to the other party or history again followed by mid-decement. The parties agree to conflim such delivery by misling or office parties and superacries all prior agreements or representations until or six or manufacture of the parties of the parties and superacries all prior agreements any be madified only on any distantive shall survive closing. Both parties atmosfering that they are not herein expressed except
BUYER	# PATE #/7/06 88#7#410# DATE
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	ADNEST MONEV
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O Tida ofter Pas boen countered. ACCE	PTANCE
Safter recepts this nigramment on the term stilled and agrees to convey of less Pray	arly, deliver Desertation, and perform all the letter and seedlife(s) per forth.
SELLER David L Bloom	E DATE 198/PodDs SAFFEDIDA
SELLER WELL TELL Buchal & Missin	E DATE 2-7-26 SSMFedIDA
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No. 2278 F. P. 34

Addendum to contract deced SEPT 774	D La between
Seller(a)	han
Bayer(e) Usermy KINNICK AND/OR ASSIGNS	
Sellor(s) and Buyer(s) make the following terms and conditions part of the contract:	, , , , , , , , , , , , , , , , , , ,
FROM SELLING AMENT SENT ON 10/8/06	Moutes
TO RESPECT TO REPAIR ROBE TRUM WILL MAKE HE AND THE TO RESPECT TO RESPECT THE ALLOHOUSE SPOT IN THE SHED	SEX-SORY.
- BUYER TO APPROVE COMPLETION OF MARK	
FOR FLACTRICALL	EPRIAS .
- Seller to once up to 315,000 total to repair as preded logged on original hid from Roctors,	There May 10 k
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Office Buyer Date	
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Sellor Data	•
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No. 2278 P. 35

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FAX NO. 19093733665

P. 02

This is a legally binding agreement. If not understood, suck legal advice.

Amendment A to Purchase Agreement

The Seller and Buyer maned in the Purchase Agreement dated Suptember 7th, 2006, for the sal of the property localed at 1301 19th Street, Auburn, NB, agree to the following forms in addition to or as modifications of those stated in the Agreement:

tundi De	ations of suose series as the Whispithius	
3.	Purcin se agreement la amended to nasign di nasigni fo: Sandro Trianinfillos 139 Bowers Hill Road Oxford, CT 06478 Phone Number:	l rights to this property from teremy Kinmok and/or
2.	Clostag data to be November 30th, 2006 or clear rd to close.	within 5 days of all phases of this transaction being
3.		
Dated:	11-1-7 2006	Dated: 11.110- 2006
Time	ache Clien Span	Time: 1:50 Buyer
Seller		Bayer

Nov. 16. 2010 4:20 PM ALLAN J EUREK PC 402-477-7525 No. 19093739199 P. 36
Oct 03 Of 05-54p Coans Gehids 4022-427-952

This is a logitly binding spreament if not understand, such logal advice.



Addendum to Purchase Agreement

The Bellot and Buyer name	od in the Purchase Agre	ensent daled	Suptember 7, 2006
to the sale of	1501 1ach FR	root, huburn,	NS 617Q1
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ALLAN J EUREK PC 402-477-7525

No. 2278

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Slaphen Murden

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p.1

P #1

Addendum to Commercial Purchase Agreement

It is understood and agreed by Buyer and Seller that the contract dated September 7, 2006 for the purchase of 1301 19^{th} Street, Auburn, NE is amended as follows:

Purchase Price:

\$340,000

Loans:

First Mortgago:

\$255,000

Second Mortgager

\$51.000 (held by seller)

Torms of second mortgage: 3 years interest-only, 5.50% interest rate.

balloon in 3 years

19093733565 No. 2278 Nov. 16. 20107 4:20PM 09 PALLAN J EUREK PC 402-477-7525. 'AX NO. This is a logally binding agreement. If not maderatood, seek legal advice. Ackowlegement The Seller and Buyer named in the Purchase Agreement dated Reptember 7th, 2006, for the sale of the property located at 1301 19th Speec, Auburn, NE, agree to the following terms is addition to or at modification ()) those smad in the Agreements 1. Sally to provide cashier's checks as follows on the day of funding: 2. For \$5092.77 for security deposits and rant physician for the month of familiary held by the Sellers, payable to SIT Povolopment, Inc. Sellers, payable to SIT Development, Mr.

For electrical repairs agreed upon beavest the hurst and seller, \$3380.00 pays ble to Combs Electric and hold by Bernard Real Earlie until the work on the apartments has been completed and SIT Development, Inp. his sufferized release or funds to the vanier.

For roof repairs agreed upon between the burst and seller, \$13,000.00 payable to Roofies inc. and held by Bernard Real Estate until the work on the apartment roof has been completed and SIT Development, Inc. his sufferized release of funds to the vanier. Should the cost to repair the roof run over \$13,000.00, Sellers agree to pay up to \$2,000.00 incre to the venter to cover the difference between \$13,000.00 and \$15,000.00. Chiefing date to be January 4th, 2007 or within 5 thys of all places of this transmitten being cie noo to alass. Э. 2007 Detection Time Duy Seller

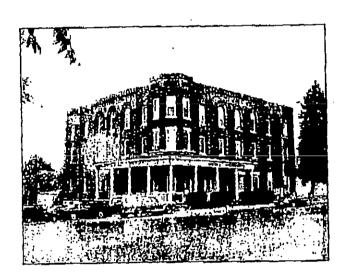
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ALLAN J EUREK PC 402-477-7525

No. 2278 P. 39

8k M. (4-1241)

BV# 200051320 HV# 3011311 (1).



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1301 1845 St Calvert First Addalon, Stock 4, Loi 1 Auburn, NE 86305-2352

FOH:

Endeavor Davelopment & Investing Group, Inc. 8588 Utics Ave. \$100 Rancho Cucamongs, CA 91730

> AS OF: October 10, 2008

BY: Mailhew J, Wiston EXHIBIT
B

Nov. 16. 2010 4:20PM

ALLAN J EUREK PC 402-477-7525

No. 2273 F. 40

(4c.No. Cd-124)

BV# 200051320 MV# 3011311 ()



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1301 19th 51 Calven FIAI Addition, Block 4, Lot 1 Aubum, NE 68305-2352

FOR:

Endeavor Davelopment & investing Group, Inc. 8588 Ulica Ave. #100 Rancho Cucamonga, CA 91730

AS OF:

October 10, 2006

BY;

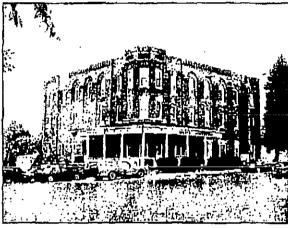
Melinow J. Wilson

No. 2278

Gts No. 00-1241

Subject Photo Page

Barawer Cieri Endoavor Development			
Property Address 1001 19th St			
City Auburn	Courty Nomoba	State NE in Code	G8305-2352
Lenda Endanvor Development & Inve	ating Group, Inc.		



Subject Front 1107 Central Avenue Salei Pisce 150,000 G.B.A. AgeYr.Bit 29



Subject Rear



Subject Street

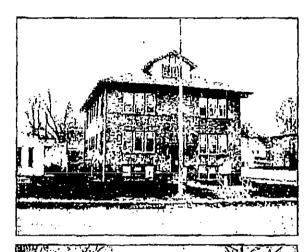
Form PICOLSC -- "WATOTAL" appraisal authorise by a is mode, inc. -- 1-809-ALAMODE

No. 2278 P. 42

Fig No. 00-17-11

Comparable Photo Page

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Property Address	1301 1081 81				
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Gontparable 1 107 Cuntel Ave As Mos 150,000

5 Pes Prica 150,001 G.B.A. Ago/17, 82 20



Comparable 2

505 No. 12th San Prica 285,000 GBA Agent Bit. 56



Comparable 3

1302 N Street
54rs Price 71,000
08 A
AgeYr. Bit. 00

Form PICSESCO — "Win19TAL" appraisal software by a 4 mode, ine. — 1-300-ALAMORE

No. 2278 P. 43

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Comparable Photo Page

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Property Address	1301 10h ŝi				
City	Autum		Courty Nemoha	State NE	Το Coox 68306-2352
Eender	Endouvor Davelor	oment & krivesking C	Troup, Inc.		



Comparable 4

1715 Aut Corso Satar Price 245,000 Gross Burking Arts Age 49

Comparable 5

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Comparable 6

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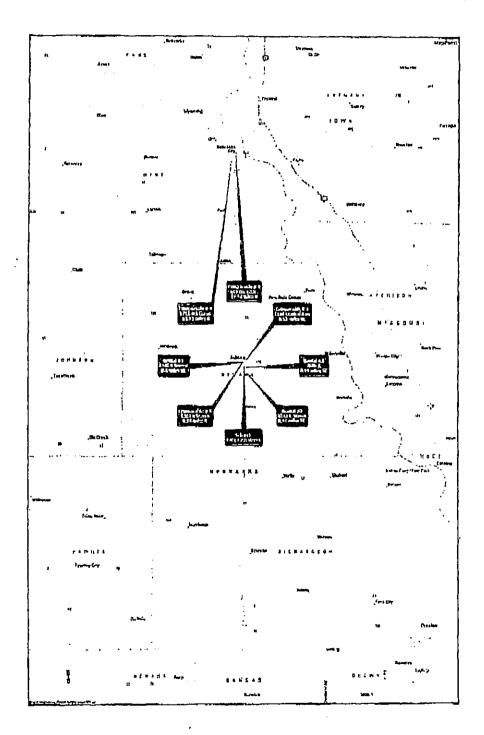
ALLAN J EUREK PC 402-477-7525

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Location Map

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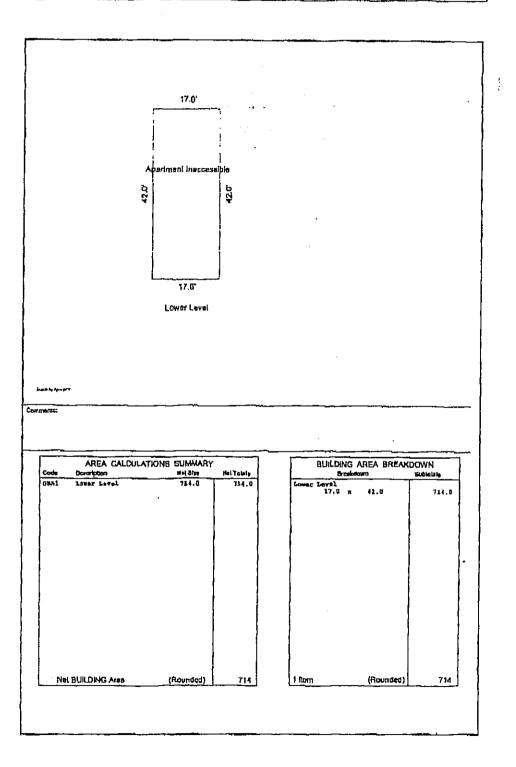


Form MAP LOC --- "WATOFAL" appraisal sollware by a talmode, firs. --- 1-500-ALAWOOD

No. 2278 P. 45

fie lit. 01-(24) **Building Sketch**

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Property Address	1301 19In SI			
Cky	Aubum	County	Nemaha	State NE 71p Code 68305-2352
Leader	Endeavor Development & Investing Group	lno.		



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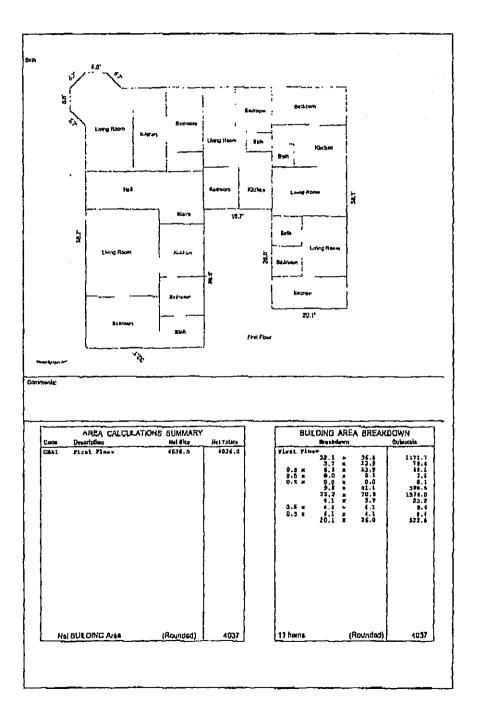
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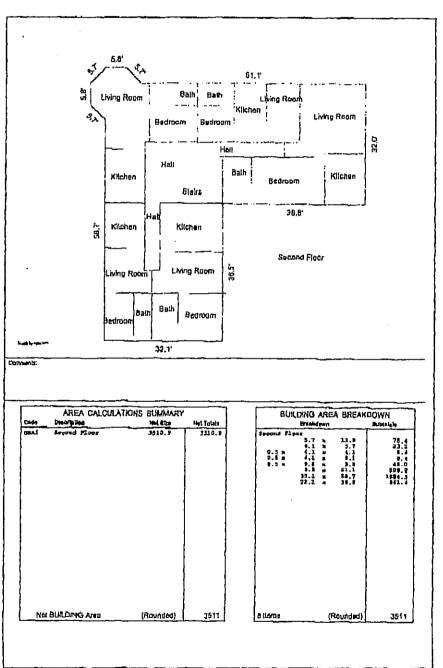
Building Sketch

Bonower Class Englesy of Developmen			
Property Address 1301 19th 61			
City Autourn	Gootty Normalia	BLANK NE TO COOM (34305-2352
Lender Endeavor Developmen	LE Investing Group, Inc.		



No. 2278 P. 47

	Building Sketch		
BorroverClara Englaquor Development			
Topaty Address 1301 1911 St			
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ander Endeavor Development & In	systems Group, but.		
	Frank Ciscop, par		



No. 2278 P. 48

Fin Ho [6.124) **Building Sketch** BoroverClas Endenium Development Propony Adares 1301 (9)h 8) City Autum Citally Nemarca JAN NE Up Code 50205-2352 Endapyor Development & Invasiling Group, Inc. 5.8 61.11 Same Layout as 2nd Floor 38.8 Third Floor 36.5 32.11 COMMAND: BUILDING AREA BREAKDOWN AREA CALCULATIONS SUMMARY Nej 60= Third floor 1510.3 Third Flo 1.7 × 4.1 × 4.1 × 4.1 × 6.1 × 9.8 × 9.8 × 32.1 × 22.2 × Not BUILDING Area (Rounded) 3511 & Items (Rounded) 3511

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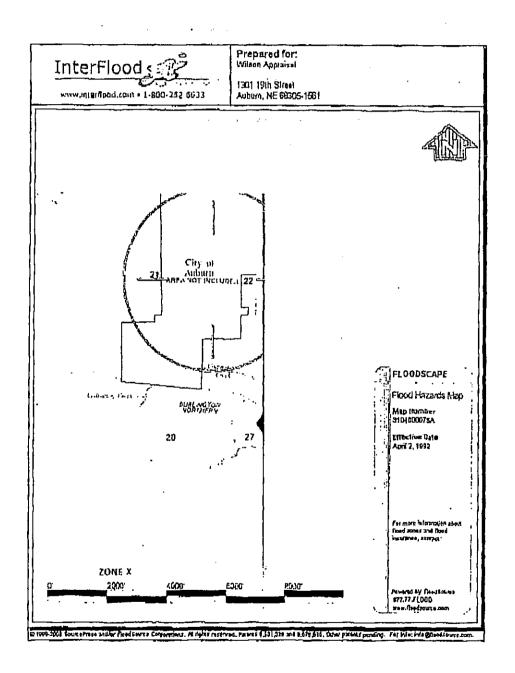
ALLAN J EUREK PC 402-477-7525

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Flood	Map
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City	Aubum	County (Nemalia)	State NE To Code 68305-2365	
Lender	Endeavor Development & In-	esting Group, Inc.		



Nov. 16. 2010 4:21PM

ALLAN J EUREX PC 402-477-7525

No. 2278 P. 50

65 to 00-040

FINAL RECONCILIATION:

The cost approach lacks creativity in this report due to the lack of apartment land safes and the difficulty in estimating sectured depreciation from all sources. The subject is a 77 year old apartment complex and does not lead itself to a good snalysis of value incough the cost approach.

The income approach analyzes the goals of an investor. Those goals in income producing property are twofold. One, a return on the investment, and two, an expected return of the investment. The return of the Investment depends on the net operating income for the property and the return of investment is realized on resule. Significant market rental and expense information was available for analysis in this approach and the value estimate is fell to be quite occurate. The major weight is given to this approach.

The sales comparison approach is usually a strong indicator of value, especially when sufficient comparable data are found. In this appraisal the approach provides very good support to the income approach.

The market approach and income approaches lend valuable support to each other and both derived the same value estimate. Therefore, the market value of the publicit property as of August 6, 2006 is estimated at \$340,000.

This is a summary report of a complete apprelsal.

SCOPE OF WORK: Analysis of subject property was based on interior and exterior inspection, information gathered from county records, viewing the neighborhood, data from applicable maps. Comparable properties was based on MLS data, county records and exterior viewing. Sales comparison and Cost approach was were developed, Income approach was not applicable due to lack of edequate data.

CLIENT AND INTENDED USE OF APPRAISAL: This report is intended for use only in the analysis of real estate loan collateral for mortgage lending purposes. This report is not intended for any other use. This report is intended for use only by Endeavor Davelopment & investing Group for federally related mortgage loan purposes.

HIGHEST AND BEST USE; The current use of the subject property reflected in the appraisal is that of a residential multi-family dwelling. This residential multi-family use is the highest and best use of the real exists as of the date of the appraisal. This use is legally parmissible, physically possible,financially (easible and maximally profilable.

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Form 718 — "Michitifal" approisal software by a la mode, in: — 1-800-ALAL/ODE

No. 2278 P. 55

File No (6-1241)

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ALLAN J EUREK PC 402-477-7525 Nov. 16. 2010 4:22PM

No. 2278 P. 56

Ha lin De 1241

October 12, 2005

File No. 00-1241

Enteryor Development & Investing Group, Inc. 6558 Ufica Ave. #100 Rancho Circamonga, CA 81730

Re: Property: 1301 19th St

Aubum, NE 68305-2352

Borrower: Endeavor Davalopment

Fle No.:

in accordance with your request, we have appraised the above referenced property. The report of that appraise is

The purpose of this appraisal is to estimate the market value of the properly described in this appraisal report, as improved, in unencumbered fee simple title of ownership

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and only, and an economic analysis of the market for properties such as the subject. The approved was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The years conclusions reported are as of the effective date stated in the cody of the report and contingent upon the cartification and limiting conditions attached.

It had been a pleasure to seeled you. Please do not hesisto to contact me or any of my staff it we can be of additional service to you.

Sincerely.

No. 2278 P. 57

Fee (4), 06-1241

DEFINITION OF MARKET VALUE: The most property spect which a property should being in a conceives and open craims under all configure conceive to a life rule, the dayst and stills, this happe productly, implicably and assuming the present on a steered by under stimular, implicably the best to the storm before consummation of a same as of a specified data and the conting of this form state to better conditions whereby; (ii) drugs and state are highestly modificable (ii) both parties are well informed or and soften, and with nating in shall be considered to some best formed an approximate for construction of the property soil an adjusted by special or continue in the open market; (ii) payment is made at least of cash is U.S. dolless of in terms of instances arrangement; comparable fractor, and (ii) the price appreciate to consideration for the property soil an affected by special or creative familiarly or safes conceptaints. Guidad by anyone a sequined with

"Adjustments in the comparables must be made for special or creative financing or safes concessions. No adjustments are necessary for livest cours which are normally paid by selects to a result of livest cours which are normally paid by selects to a result of landston or law in a matrix area; these costs in relucity as safes insepticions. Special or creative financing adjustments can be much to the comparable property by consumitons to threating terms offered by a Parti party instantional lends that is not streamly financial in property or expectation. Any adjustment should not be excessive our a mechanical factor for dolor cost of the financing or concessions but the dolor cost of the financing or concessions but the dolor amount of any adjustment should expensively the mattel's reaction to the financing or concessions between on the property of procession.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The cognised's continuous that appears in the appearant report is subject to the columbia

- 1. The populates will not be responsible for making of a legal nature that other takes the property being approached or the able to it. The approach was the in the in good and marketable and, Contribut, will not tracin any approach about the life. The property in approaches as the during of it being under emphasization transfer.
- 2. The appraision has provided a abouth in the appraisal report to about approximate dimensions of the improvements and the sketch is included only to latital the reader of the report in throughlying the property and conferminating the appraisance destination of the size.
- 3. The appealment has exercised the evaluable flood maps that we provided by the feedul Energy(ny Management Agency for other data studies) and has noted in the appealment report whether the stellage is located in an Manifest Special Flood Hazard Area. Sections the appealing is not a partition, by in subsections of particular provided in the feedules of partitions, position of including this determination.
- The appraisor will not shift testimony or appear in court because in or size made on appears of the property in constion, unless specific arrangements to do so have been made being hand.
- In the approximation the value of the land in the coal experted at RS highest and has use and the improvements of this committed yether the approximation of the land and improvements around not be treat to conjunction with any other approximations are breakd if they are need.
- 6. The apposite has coled in the appraisal legical any abstrace conditions (such as, resided repairs, depleciation, the presence of facastous westers, more such aspects, rical observed dusting the integration of the subject property or that his or the became nature of during the account restance including the property or that his or the became nature of during the account includes the property or observed method observable conditions (lockwide) the presence of introduces that method in the world state the property rect or these settlement that (there are not prevent conditions and makes no generations of the valuable, copiess or implied, reporting the conditions of the property. The property was not be inapposable for any such conditions that only in the prevent of the property in the conditions exist. Secures the appraisant is not an expert in the field of deviations between the property.
- 7. The popular obtained the information, estimates, and options that man expressed to the approximatesor frame tours that he as the considers to be included and content. The approximation and respectively for the accuracy of such items that man furnished by other parters.
- II. The appreisant will not disclose the contents of the approximal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- The appraisant has based his or her appraisal report and valuation contribution for an appraisal that is subject to satisfactory completion, repairs, or attentions on the assemption that complaines of the improvements will be performed in a maximum like manner.
- 10. The approximal must provide his on her polor written consent before the indications specified in the approximal report can distribute the experitual report can distribute the experitual report can be contained about the property value. The approximal approximal approximations on the limit with the approximal is especially to separate the horizoner, the management of successional approximal report contained approximal contained approximation of the following approximal report of the management of the following approximation of the management of the following approximation of the management of the following approximation of the management of the following approximation of the management of the following approximation of the proximation of the management of the following approximation of the proximation of the proxima

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Francis Mac Form #29 5-95

Farok Mae Form 10048 6-93

No. 2278 P. 58

Fra No. 00-1241

APPRAISER'S GENTIFICATION: The Appropriations and separations

- 1. There researched the project market step and have salucted a minimum of these recent sales of properties much similar and proximals to the excitat property for consideration in the easist comparison energies and have made a doctor adjustment when appropriate to reflect the market reaction to those mens of significant variable. If a significant form in a comparate property is easilized for in the swingled property, I have made a negative adjustment to respect the adjustment of the comparable property is friend to, or less triverable than the auditor property. I have made a positive adjustment to increase the adjusted rates price of the comparable.
- 2. I have taken into consideration the factors that have an impact on yake in my development of the entiress of market value in the appraisal report. I have not browings without any algorithman income the appropriate mount of believe, to the best of my Louwindge, that no separates and adomination in the appraisal report are true and correct.
- 3. I stated in the approximal report only any seem present, unbineses, and protestation analysis, opinions, and conclusions, which are subject only to the confingent and limiting conditions specified in this form.
- 4. I have no present at prospective interest in the process shall is the public to this report, and I have no present of placective personal takens, or class rath respect to the photograph in the transaction. I did not best, either particly to completely, my products and/or the estimate of market school in the approach found found in the respect to the found color. See, hardens, limited status, or restouch out this first present or market or occupants of the publical property or of the pussent owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated dature interest in the traduct property, and neither my current on future employment not my compression for performing this appraisal is consequent on the appraisant value of the property.
- 6. I was not required to report a percialmented value or chaption in value that larves the cause of the cient or any related purry, the amount of the value entirests. the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compression and/or employment for parlaments the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific voluntion, or the need to approve a specific montgage lawn.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice are twee adopted and practingated by the Appraisal Standards Board of The Appealmal Householm and shot ware in place as of the officians date of this appealmal, with the exception of the departure provision of those Standards, which does not apply. I actorishedge that an estimate of a responsible first for exposure in this open method is a complicion in the definition of matter value and the perimeter is developed in consistent with the marketing time noted in the neighborhood section of one report, trained in the open matter is a state in the respectation assistin.
- 8. I have pessonely inspecial the interior and adurfer areas of the subject property and the except of all properties based as comparables in the appraisal report. I lutter criffy that I have sold any appearant or become advise conditions in the subject improvements, on the public talks, or on any the which the immediate vicinity of the public property of which I am property said have made adjustments for these advance conditions in my analysis of the property while in the actual that that market endance to support them. I have also commande social the street of the solvette conditions on the market-body of the subject property.
- 9. I personally prepared all conclusions and aphrenas about the real galate that were set both in the apprehent report. If I refer on significant professional attilizance from any individual or behindrate in the performance of the appraisal or the preparation of the appraisal report, I have named such hathebraics) and dischard the specific tasks performed by them in the recommission section of this appropriat report. I cardly that any attributed so carried is qualified to partorn the basis, I have not authorized propose to make a change to any hum in the repair, Bertfors, I we unauthorized change in made to the apparatual report. I will take no responsibility for it.

SUPERVIGORY APPRAISER'S CERTIFICATION: It a tupovisory approless aloged the approbability on, he or the cortiles and except that: I directly supported the approlain with preguind the approximal report, have reviewed the approlaid report, agree with the statements and conclusions of the approlaid. agree to be bound by the spordser's certifications numbered 4 through 7 above, and an taking led asporability for the appraisal and the appraisal report.

APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signatura: Mailyfew J. Wilson Date Signed: October 12, 2008 State Catilities on #: CG-920186	Signature Haha: Date Signot: Soile Confliction 4: or Soile United P:
or State License #:	Slate Explication Dale of Cartification at License:
	One Die from Inspect Property

Page 2 of 2

Famile Has Form 100/0 6-00

No. 2278 F. 59

	Year I	Year 2	Year 3	Yenr 4	Year 5
Grass Income	\$55,080,00	\$57,834,00	\$60,725.70	\$63,761.99	\$6,950.08
Other Income	\$0.00	\$0.00	\$0.00	0tr.02	00.02
Paint Grass Income	\$55,080,00	\$57,824,00	\$60,715.70	\$63,761.99	\$0,050,08
Vacancy Allowance	\$15,508 001	\$(5.783.40)	\$(6,072.57)	\$(6.376,20)	3(0,695,01)
Gruss Operating lucume	\$49,572,00	\$52,050,60	\$54,653.13	\$57,385.79	\$60,235.08
Decaring Exponses	\$(7,728,00)	\$(7.882,56)	\$(8.040.21)	\$(\$,201.02)	5(8.365,04)
Net Operating Insome	541.844.00	\$44,168.04	\$46,612.92	\$49.184.77	\$51.890.04
Debi Serrice	\$(11,520,00)	\$(11,520,00)	\$(11,520,00)	\$(11,520,00)	S(17.520 00)
Cash Flow Before Taxes	\$30,324.00	\$32,648.04	\$35,092,92	\$37.664.77	\$40,370.04
Capitalkation Rate	28,84%	30.46%	32.15%	33.02%	35.79%
Cash On Cash Roman	209,13%	325.16%	242.02%	250.76%	278.41%
Tax Cjobility	S(7,309.h3)	\$(7,960,36)	5(8,644.93)	\$(9,365.05)	\$(10.122.52)
Cash Flow After Taxes	523,014.37	\$24,687.68	526,447.99	\$28,299.73	\$30,247.52
Cumulative CFAT	\$23,01-1,37	\$47,702.05	\$74,150.04	\$102.449.77	\$132,697.29
	\$41,844.00	90.881,442	\$46,612.92	549.184.77	\$51,890.04
Net Operating Income Total Loan Interest	\$(11,520.00)	\$(11,520.00)	5(11,520,00)	\$(11,520.00)	5(11,520.00)
Depreciation	S(·1,218.18)	\$(4,218.18)	\$(4,218,18)	5(-1,218.18)	\$(4,218.18)
•	\$26,105.82	\$28,429.86	\$30,874.74	\$33,446.59	\$36,151.86
Taxable Income/Loss	28,00%	28.00%	18,00%	28.00%	28.00%
Marginal Tax Bracket Tax Liability	\$7,309,63	\$7,960.36	\$8,644.93	\$9,365.05	\$10,122,52

No. 2278 P. 60

Tar No. 09-1241

Summary Approlast Report Witton Approximation PROPERTY

APPRAISAL REPORT-RESIDENTIAL INCOME PROPERTY

This form may be used for appointed of income producing properties provided the loss requested core not exceed \$750,000,

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Form 716 -- "WinTOTAL" appeals at activitie by a faircade, inc. -- 1-800-ALAJARDE

No. 2278 P. 61

(A): Ho. 05-1241

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Form 718 — "Wint UTAL" appraisal softmure by a its model, inc. — 1-800-ALAMODE

Nov. 16. 2010 4:24PM

ALLAN J EUREK PC 402-477-7525

No. 2278 P. 62

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Bonyer/Clark Endeavor Development		
Fromy Aduers 1301 19th 51	Carry Nameter	State NR 70 Code 68305-2352
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FINAL RECONCILIATION:

The cost approach lacks credibility in this report due to the lack of apartment that sales and the difficulty in estimating accrued depreciation from all sources. The subject is a 77 year old apartment complex and does not land likeli to a good analysis of value through the post approach.

The knowne approach analyzes the goals of an investor. Those goals in income producing property are twofold. One, a rotum on the investment, and two, an expected return of the investment. The rotum of the investment is period on the ret operating income for the property and the rotum of investment is realized on resain. Significant market rental and expense information was available for analysis in this approach and the value estimate is fell to be guite accurate. The major weight is given to this approach.

The sales comparison approach is usually a strong indicator of volvo, especially when sufficient comparable date are found. In this approach the approach provides very good support to the income approach;

The market approach and income approaches land valuable support to each other and both derived the same value estimate. Therefore, the market value of the subject property as of August 6, 2006 is estimated at \$340,000.

This is a summary report of a complete appraisal.

SCOPE OF WORK: Analysis of subject property was based on interior and exterior inspection, information gathered from county records, viswing the neighborhood, data from applicable maps. Comparable properties was based on MLS data, county records and exterior viewing. Sales comparison and Cost approach was were developed. Income approach was not applicable due to lack of adequate data.

CLIENT AND INTENDED USE OF APPRAISAL; This report is intended for use only in the analysis of real estate loan collateral for mortgage lending purposes. This report is not intended for any other use. This report is inlanded for use only by Endeever Development & Investing Group for federally related mortgage foan purposes.

HIGHEST AND BEST USE: The current use of the subject property and the use of the subject property reflected in the appraisal is that of a residential multi-family dwelling. This residential multi-family use is the highest and best use of the residential as of the date of the appraisal. This use is legally permiscible, physically possible, financially feetible and maximally profitable.

No. 2278 P. 63

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No. 2278 P. 65

ALLAN J EUREK PC 402-477-7525 Nov. 16. 2010 4:24PM

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ALLAN J EUREK PC 402-477-7525 4622/44324 BERNARD REAL ESTATE No. 2278 P. 66

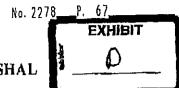


MANAGEMENT AGREEMENT

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to exceed \$350.00 without consenting the owners. Any amount for repairs above fiverified with the owner.	ह इस्ति सालाए छण्ड छ
Owners will hold David and Rochel Rieger and all their agents harmless for any or mentioned property by previous, current and future tenants that was not paid by sai	d all danuige done to the above d tenunt
David and Rachel Rieger will not release any of the sacurity deposit in part or full	vitions consent of the owners.
The owners of the above-mentioned property authorize David and Rachel Rieger to \$	negotiate rent between
Sither party may terminate this agreement at any time.	
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ALLAN J EUREK PC 402-477-7525



STATE OF NEBRASKA - STATE FIRE MARSHAL

²⁴⁶ South 14th Street Lincoln, NE 68508-1804

ORDER FORM

V-010106

ORDER NUMBER	
DATE OF INSPECTION	10/21/2008
OWNER	Endouver Development & Investments Group Inc.
OCCUPANT	Avenue Apartmonts
ADDRESS	1301 19th Street
CITY/TOWN	Auburn, NE 68305
COUNTY	
HOW OCCUPIED	16 unit apartment bldg

FEE CARD YES

NO 🛛

REVISIT DATE

ORDER

This facility was inspected for fire and life safety at the request of the management company (Rieger Investment Properties) with the following items found that shall be corrected:

- 1. The fire alarm panel was found in "Trouble" mode at the time of inspection. The panel could not be opened to check on the last fire alarm inspection. A fire alarm company shall be contacted immediately to put the panel in normal conditon. The fire alarm system shall be inspected at least every 6 months by a Nebraska licensed fire alarm inspector. NFPA 101 4.6.12.1, 1 10.4.1, 101 4.6.12.3, 1 10.4.4, 101 31.3.4, SS 28-1251.
- 2. Of the nine apartments that were inspected only 1 had an operating smoke detector (all smoke detectors were powered by the house electrical system). All of the smoke detectors shall be replaced with listed AC powered smoke detectors. Battery operated detectors shall be installed immediately for occupant protection until the AC powered detectors can be replaced. NFPA 101 4.6.12.1, 1 10.4.1, 101 31.3.4.5.
- 3. None of the emergency light units worked, these shall be repaired to function properly. The emergency lighting is required to be tested at least every 30 days with documentation kept of the testing. NFPA 101 4.6.12.1, 1 10.4.1, 101 7.9.3.
- 4. Numeorus electrical outlets, junction boxes and light switches were found without approved covers on them throughout the building. All outlets, junction boxes and light switches shall have approved covers placed on them. NFPA 70 314.25.
- 5. The light fixture directly above the fire alarm panel had an electrical wire junction not in a junction box. All electrical splices shall be made in an approved junction box. NFPA 70 300.15.
- 6. The lower level laundry room, mechanical room and storage areas and any other room located in the remainder of the building used for storage or a janitors closet shall be separated from the remainder of the building by construction having at least a one hour rating with any openings protected by approved self closing fire doors and frames having at least a 45 minute fire rating. NFPA 101 31.3.2.1.
- 7. The lower level shall be separated from the first floor at the stairwell by construction having at least a one hour rating with the opening protected by an approved self-closing fire door and frame having at least 60 minute fire resistive rating. NFPA 101 31.3.1, 31.3.1.2.
- 8. The open stairwell connecting the 1st, 2nd and 3rd floors shall be enclosed by construction having a one hour fire resisitive rating and any openings protected by approved self-closing fire doors and frames having at least a 60 minute fire rating. This rated enclosure shall be continued on the first floor to the outside. NFPA 101 31.3.1, 31.2.2.3, 7.2.2.5.
- 9. All penetrations of the floors by utility equipment (pipes, electrical wiring) shall be enclosed or sealed

No. 2278 F. 68

STATE OF NEBRASKA – STATE FIRE MARSHAL

246 South 14th Street Lincoln, NE 68508-1804

ORDER FORM

V-010106

at the ceiling/floor assembly to prevent smoke and fire passing between the floors. NFPA 101.31.3.1.1, 8.2.5.

10. The extension cord for the window air conditioner in apartment 17 and for the refrigerator in apartment 5 shall be removed and approved outlets installed if needed. NFPA 70 400-8, 1 11.1.5.

11. All apartment doors that enter into a corridor shall have not less than a 20 minute fire resistive rating. NFPA 101 31.3.6.2.

12. All apartment doors that enter into a corridor shall be self-closing and postive latching. NFPA 101 31.3.6.3.

13. Transoms, louvers, or transfer grills sahll be prohibited in walls or doors of exit access corridors. NFPA 101 31.3.6.5.

14. Documentation shall be provided that the ceiling tile in the exit corridors meets a Class A or B rating and the ceiling tile in the apartments meet a Class A, B or C interior finish or the tile shall be removed or covered with a material that will meet the required rating. NFPA 101 31,3,3,2.

15. A second approved means of egress shall be provided from each apartment on the second and third floors unless the following is met: The current stairway is separated from the rest of the building by barriers having not less than a 1-hour fire resistance rating, with self-closing doors having not less than a 1-hour fire protection rating protecting all openings between the stairway enclosure and the building; all corridors serving as access to exits have not less than a 20-minute fire resistance rating; The travel distance from the entrance door of any dwelling unit to an exit does not exceed 35 ft.; Horizontal and vertical separation with a fire rating of not less than 1/2 hour is provided between dwelling units. NFPA 101 31.2.4(exception #3). The second exit will not be allowed through another dwelling unit for the second and third floor.

16. The current fire sprinkler system shall be inspected by a Nebraska licensed fire sprinkler company at least annually and any deficiencies found corrected. NFPA 101 4.6.12.3, I 10.4.4.

Items 1, 2, 3 & 16 shall be corrected prior to renting any more apartments.

A written plan of correction for the remainder of the items shall be provided to this office on or before November 24, 2008.

If you have questions on this Order, contact the District A State Fire Murshal Office at 402.471.2590.

Or mall at: State Fire Marshal Office, District A Office, 246 South 14th Street, Lincoln, NE, 68508-1804

Or mall at: State Pire Massau Ornice, District A Ornice , 240 State of Nobraska and with rules and regulations adopted by the Nebraska State Fire Marshal as mandated by Sections 81-502 to 81-541.01

It is the duty of the owner or person in charge of the above-named facility or location to immediately take measures to bring the facility into compliance with state regulations.

ALL CORRECTIONS SHALL BE MADE AND

ALL ITEMS CORRECTED ON OR BEFORE:

Any damage proximately caused by a failure to remedy the above listed deficiencies shall be deemed to be the sole responsibility of the owner or person in charge by virtue of this notification and order.

No. 2278 P. 69

V-010106

STATE OF NEBRASKA – STATE FIRE MARSHAL

246 South 14th Street Lincoln, NE 68508-1804

ORDER FORM Witness my electronically typed name at Syracuse, Nebrasku, this day of October 23, 2008.

Phone Number: 402-269-5921

Bruce Neemann, 8704
DEPUTY STATE FIRE MARSHAL

Image ID:

SUMMONS

Doc. No.

4760

IN THE DISTRICT COURT OF Nemaha COUNTY, NEBRASKA Nemaha County Courthouse 1824 N Street

Auburn

NE 68305 2343

SJT Development, Inc., a Nevada Cor v. Rachel L Rieger

Case ID: CI 10

106

TO: Bernard, John, L d/b/a Bernard Re

You have been sued by the following plaintiff(s):

SJT Development, Inc., a Nevada Cor

Allan J. Eurek

3901 Normal Boulevard, Suite 203

Plaintiff's Attorney:

Lincoln, NE 68506-5250

Address:

Telephone:

(402) 477-7500

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: APRIL 21, 2011

BY THE COURT:

Omy Hecter

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Bernard, John, L d/b/a Bernard Re 115 S. 54th Street Omaha, NE 68132-3401

Method of service: Certified Mail

You are directed to make such service within twenty days after date of issue, and show proof of service as provided by law.

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on the 22nd d	ay of April	2011.	as required by Nebraska state law.
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